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(1)

Supreme Court, U.S.
FILED
JAN 6 - 2011
OFFICE OF THE CLERK

No. 10-887

In the Supreme Court of the United States

Joseph Dixon,

Petitioner,

vs.

Eastcoast Music Mall,

Respondent.

ON PETITION FOR WRIT OF CERTIORARI
TO THE MINNESOTA SUPREME COURT

PETITION FOR WRIT OF CERTIORARI

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Petitioner, pro se

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QUESTIONS PRESENTED

1. Did the lower court abuse its judicial discretionary powers as established in the United States Constitution and in other applicable laws, as relates to this case, consumer rights, contract, and contract breach, rights to petition the government for redress of grievances, due process and equal protection of law?

2. Should the laws of the United States Congress be enforced or complied with consistently by all courts irrespective of being pro se or African-American? Did the Minnesota Supreme comply or enforce Minn. Rule Civ. P. 4(a), Minnesota Rule Civ. P. 55(a) (b), or otherwise to defend, Minnesota Rule Civ. P. 11, Sanctions, Perjury by Respondent Eastcoast Music Mall, an excess of 45 days lapse with no answer to summons and complaint, application for Default Judgment filed, court denied default Judgment. Defendant and its counsel failed to attend its own court trial for dispositive Judgment, failed to plead or to defend, breach of contract, non-performance of contract?

3. Has the Minnesota Supreme Court been inconsistent with interpretation and rulings of the laws of similar cases of same or similar charges, same laws involved but different results and interpretation of law? Should appellant and the public adopt and implement into practice the rulings of the lower courts making it legal to not respond to or not timely file answer to summons and complaint, to not attend one's own court trial?

4. Whether the trial court's determination of damages was in error?

LIST OF PARTIES

[X] All parties appeared in the caption of the case on the cover page.

[ ] All parties do not appear in the caption of the case on the cover page. A list of all the parties and proceeding in the court whose judgment is the subject of this petition is as follows:

JURISDICTION

[ ] For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was _____.

[ ] No petition for reheating was timely filed in my case.

[ ] A timely petition for rehearing was denied by the United States Court of Appeals on the following date:_____, and a copy of the order denying rehearing appears at Appendix __.

[ ] An extension of time to file the petition for a writ of certiorari was granted to and including ___(date) on____(date) in Application. No. _____A ___.

The jurisdiction of this Court is invoked under 28 U. S.C. §1254(1).

[X] For cases from **state courts**:

The date on which the highest state court decided my case was August 10, 2010 . A copy of that decision appears at Appendix A-1.

[ ] A timely petition for rehearing was thereafter denied on the following date:_____, and a copy of the order denying rehearing appears at Appendix ___.

[X] An extension of time to file the petition for a writ of certiorari was granted to and including January 7, 2011(date) on October 19, 2010(date) in Application. No. 10A384.

The jurisdiction of this Court is invoked under 28 U. S.C. §1257(a).

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IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

[ ] For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix page _____to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[ ] is unpublished.

The opinion of the United States district court appears at Appendix __ to the petition and is

[ ] reported at _____; or,
[ ] has been designate for publication but is not yet reported; or,
[ ] is unpublished.

[X] For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix A-1 to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

The **opinion** of the Hennepin County District

court appears at Appendix A-27 to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. Supreme Court Rule Rule 9, Appearance of Counsel, U.S.C. § 3006A(d)(6), Rule 34.1(f).
2. Supreme Court Rule 10, Writ or Certiorari.
3. Supreme Court Rule 11; 28 U.S.C. § 2101(e).
4. Supreme Court Rule 12, Petition for Writ of Certiorari, Rule 33.1, Rule 38(a), Docket Fee. Rule 33.2, Compliance. Rule 29, Notice, Rule 14, Rule 31.1, Rule 12.2, Rule 39, Rule 13.4.
5. Supreme Court Rule 13, Review on Certiorari: Time for Petitioning 90 days; 28 U.S.C. § 2101(c), Rule 12.5, Rule 21, 22, 30, and 32.2.
6. Supreme Court Rule 14, Questions Presented. Rule 29.6, Rule 11, Rule 12.5, Rule 29.4(b) & (c), Rule 14, Rule 33, 34, 29 Appendix and Timely Filing.
7. Supreme Court Rule 15, Brief in Opposition; Reply Briefs, Supplemental Brief; Rule 14.1(a). Rule 24, Rule 16 Disposition; Rule 15.
8. Supreme Court Rule 17, Other Jurisdiction - Original Action Procedures.
9. Article III of the Constitution of the United States. See also 28 U.S.C. §1251, U.S. Const. Amend. 11 provided by Rule 20.

10. Const. Amends. I, II, V, VI, VII, VIII, XIII, XIV. Fed R. Civ. P. 4, 7, 11, 55, 56, 60.

11. Rule 18 of the Supreme Court Rules, Appeal from District Court.

12. Rule 21, 22, 30, Extension of Time. 28 U.S.C. §1254.

13. 28 U.S.C. § 1651, 2241, or § 2254(a), Rule 33, 34, Rule 29, Rule 12.2, Rule 21, Rule 22, Rule 17.3, Rule 18.5, Rule 22, Rule 23 Stay, Rule 24 Brief on the Merits and oral argument.

14. Rule 37, Rule 38, Fees. Rule 18.5, U.S.C. § 1911, Rule 39, Rule 41, Opinions of Court, Rule 42, Interests and damage, Rule 43 Costs, Rule 19.2, 28 U.S.C. § 2412, Rule 44 Hearing.

15. Rule 45, Process, Mandates, 28 U.S.C. § 451, Rule 46 Dismissal.

16. Rule 47, Reference to State Court and State Law, Rule 48, Effective Date Rule.

17. The governing statutes are CCP §§ 2030.290, 2031.300 and 2033.280 respectively. (CCP § 2030 applies to both form and specially drafted ınterrogatories.)

18. See Lassen v. First Bank Eden Prairie, 514 N.W. 2d 813,838 (Minn. Ct. App.1994). (citing Lesmeister v. Dilly, 330 N.W. 2d 95, 103 (Minn. 1983)

19. Damages, Id. (citing Franklin Mfg. Co. v. Union Pac. R.R. Co., 11 Minn. 296, 298-99, 248 N.W. 2d 324, 325-26 (Minn. 1976)). See also, Dowd & Dowd, Ltd. v. Gleason, 181 Ill. 2d 460, 486 (1998).

The court held that the damages, as a result of defendants' breach of fiduciary duty and tortious interference with prospective economic advantage, totaled $2,464,889.46. This was based on the total compensation/ bonus payments and out-of-pocket damages of $812,859.90 incurred between August 7, 1990, to December 31, 1992, minus salaries and bonuses paid to nonparties Judy Gleason and Maureen Gleason, plus two years of lost profits.

20. Fiduciary relationship, *See* Eileen A. Scallen, *Promises Broken vs. Promises Betrayed: Metaphor, Analogy, and the New Fiduciary Principle*, 1993 U. ILL. L. REV. 897, 912-13, 929-38. Courts have frequently explained the imposition of punitive damages on an insurance company by describing its relationship with the insured as similar to a fiduciary relationship. *See, e.g.*, Seaman's Direct Buying Serv. v. Standard Oil Co., 686 P.2d 1158, 1166 (Cal. 1984) (per curiam) (insurance relationship is "characterized by elements of public interest, adhesion, and fiduciary responsibility"); Farmers Group, Inc. v. Trimble, 691 P.2d 1138, 1141 (Colo. 1984) ("The standard of conduct on the part of the insurer when dealing with claims arising under an insurance policy is shaped by, and must reflect, the quasi-fiduciary relationship that exists between the insurer and the insured by virtue of the insurance contract."); Romero v. Mervyn's, 784 P.2d 992, 998 n.3 (N.M. 1989) ("We have allowed the award of punitive damages in insurance cases under a more relaxed standard in part because

of the fiduciary obligations inhering in insurance relationships . . . ."); Anderson v. Continental Ins. Co., 271 N.W.2d 368, 375 (Wis. 1978) ("[T]he duty on the insurance company [is] analogous to that of a fiduciary.").

21. Awarding Punitive Damages: The California Supreme Court relied on this analogy in permitting punitive damages for "stonewalling" in *Seaman's*:

> There is little difference, in principle, between a contracting party obtaining excess payment [by threatening a lawsuit without probable cause], and a contracting party seeking to avoid all liability on a meritorious contract claim by adopting a "stonewall" position ("see you in court") without probable cause and with no belief in the existence of a defense.

Seaman's Direct Buying Serv. v. Standard Oil Co., 686 P.2d 1158, 1167 (Cal. 1984) (per curiam)

22. Bad Faith and unfair dealings: Tort. *See* Diamond, *supra* note 14, at 449: If the sanctions imposed for bad faith breach are sufficient to induce commencement of litigation by the promisee, they are also sufficient to induce avoidance of the breach by the promisor ... To the extent the tort deters wrongful conduct, and it surely will, it will decrease the need for litigation.

See also Kronman, *supra* note 15, at 373 ("[I]f all promises were specifically enforceable . . . a resulting increase in the voluntary transfer of contract rights might lower the number of breaches-and perhaps even of lawsuits-and in

this way reduce the actual involvement of courts in contractual relationships.")

STATEMENT OF THE CASE

1. This case brought before the Honorable Justices of The Supreme Court of the United States Court of Appeal on Petition of Plaintiff, Joseph Dixon, Pro se, residence located at 314 Hennepin Avenue Apt. 503, Minneapolis, Minnesota 55401.

2. On or about May 16 or May 19, 2008, Petitioner Purchased from Respondent. Eastcoast Music Mall is a Merchant of its Major top ten largest retail music store throughout the United States and Canada specializes the sales of new Merchandise of Musical Instruments supplier to the music entertainment industries and for home and church uses and it is affiliated with Copeland University it disclosed to Petitioner at time of purchase of the musical instruments. Eastcoast Music Mall's principal place of business is headquartered at 15 Starr Road, Danbury CT. 06810. It conducted business nationwide and by Internet E-commerce.

3. This lawsuit concerns Breach of contract performance. RICO – Federal Racketeering Influence and Corrupt Organization Act- extortion, fraud, extortion, being in possession of money that it is not entitle to have. Phishing, Bait and switch criminally being in possession of the bought and kept the purchase money of the goods. Failure to make delivery of purchased merchandise Purchased or refund the money paid for the purchased Merchandise not delivered to Petitioner.

4. On or about May, 16, or 19, 2008 Petitioner Joseph Dixon Purchase from Respondent Eastcoast Music Mall the Following musical instruments for the

purpose of travel to Europe, United Kingdom for Performance and Recording Music Contract with major UK Recording Production Companies, my UK Agent, Herman Bynum, Owner of Starchild1 Production, Incorporation, Registered in England and in Wales has made all arrangement for my recording.

5. On or about May 16, or 19, 2008 Petitioner Joseph Dixon purchased from Eastcoast Music Mall the following Musical Instruments:

A. 1 Korg Oasys 88 Keys Architecture Workstation Keyboard Musical Instrument.
B. 1 Fender Bass Guitar.
C. 1 Roland Fantom G8 88 Keys Sampler Workstation Keyboard Musical Instruments.

TOTAL PRICE $9,810.00 Payment made in full.
Means of Payment TCF Bank Wire Transfer from Joseph Dixon TCF Bank Checking Account, Location of TCR National Bank-MN

WIRE TRANSFER REQUEST: TCF NATIONAL BANK-MN

DATE: May 16, 2008 Customer Phone: 612.343.5590
AMOUNT: $8,000.00
BANK NUMBER: 099 0527 2008
Bank Wire Transfer $1,810 Fee $20 to
Eastcoast Music Mall – From TCF Bank.
BANK NAME; TCF NATIONAL BANK – MN
Originator Information:
Joseph Oliver Dixon: Account N. 5438973314
ADDRESS: 314 HENNEPIN AVE
CITY, STATE, ZIP: MINNEPOLIS, MN 55401

Receiver Information: Bank Name: Union Savings

Bank

ABA No. 221172241

Beneficiary Information: Name Eastcoast Music Mall

Account No. 691000455.

ADDRESS: 1st STARR ROAD

CITY, STATE, ZIP: DANBURY, CT 06810

Special Instructions

1800-901-2001 MORGAN, IF HAVE ANY QUESTIONS

Requested By

NAME: CHANTELLE THOMAS

PHONE : 612.661.7824 Bank Officer TCF.

Approve by

NAME: NANCY JORISSEN

PHONE: 612.661.7842 TCF Bank Assistance Manager.

6. The Contract: Contract made between Petitioner Joseph Dixon and Eastcoast Music Mall on or about May 16, 2008 for the purchase and timely delivery of the purchased items Musical Instruments. Petitioner, Joseph Dixon at the time of purchase communicated the purpose of the purchase of $9,810.00 musical instruments the only reason for the purchase needed for performance travel to Europe, United Kingdom, for Music Recording Contract, Performance, and for Making money in the UK and that time was of the essence for the delivery of the purchased instruments.

7. Had Respondent been candid with Petitioner, Joseph Dixon that it would not honor the contract of timely delivery of purchased instruments, and deliver of all purchased equipments in its new and perfect condition as advertised and contracted, Petitioner would not have made the purchased with respondent

and would not have lost recording contract in the UK at the fraudulent acts and conducts breach of performance contract non-delivery of purchased merchandise Musical Instruments and failure to refund the money paid.

ARGUMENT

THE BREACH OF CONTRACT BY RESPONDENT EASTCOAST MEUSICMALL:

A. RICO – Federal Racketeering Influenced and Corrupt Organization Act violation –Fraud, Extortion, Deception, Ill-gotten money to which it is not entitled to.

Consumer Fraud, Phishing, Bait and Switch, being in possession of both the money paid and the merchandise purchased, defrauded Petitioner, Joseph Dixon of the use of his money $9,810.00,

Bad faith, deceptive business practices, misrepresentation, intent of theft. Abuse of Federal License used for purpose not intended, Rip Off of customers, evading contact with the customer Joseph Dixon, or other who on behalf of Petitioner to intercede with Eastcoast on behalf of the Customer, Joseph Dixon.

B. Eastcoast Music Mall cut off communication with Petitioner, Joseph Dixon, Eastcoast failed to respond to phone calls and messages left for return calls, Eastcoast Music Mall failed to return E-mail contact.

DAMAGES RESULTING FROM THE BREACH OF CONTRACT:

A. Loss of $9,810.00 paid for the purchased musical instruments not received Petitioner Joseph Dixon.

B. Loss of use of the money paid to respondent Eastcoast Music Mall $9,810.00. Had it not been for the breach of contract and Eastcoast Music Mall is in unlawful possession of both the money paid and the goods purchase merchandise Musical Instruments for three years now, Plaintiff, would have invested the $9,810.00 elsewhere. Even if Petitioner invested the $9,810.00 in selling making and selling CDs and recording promotions, performances in the UK and make even 5 CDs per month and sell it for $15.00 per CD and worldwide sales brought in 2000 CDs sold monthly at a minimum of $15.00 per CD that would be that would total $1,080,000.00 over a 3 years period the duration of time Eastcoast Music mall is in possession of Petitioner, Joseph Dixon's money paid for the Musical instruments purchased but not received and Respondent is currently in possession of both the money paid and the Merchandise purchased.

Petitioner, Joseph Dixon filed a lawsuit with the Trial Court having Jurisdiction over Petitioner and of the subject matter wherein, jurisdiction is proper. A timely lawsuit being filed with the Trial Court by Appellant, Joseph Dixon.

The trial court initially granted, Petitioner, Joseph Dixon, in forma pauperis, to file and serve the summons and complaint upon Eastcoast Music Mall. Paid for by the Court, wherein, Appellant, Joseph Dixon is indigent and only source of income is Social Security Disability Income of $1004.00 monthly.

The lawsuit filed with the Court on March 2, 2009 for breach of contract and damages loss demands of $250,000.00 and reasonable attorney fees and court cost as authorized by Law.

On March 16, 2009 Gary D. Hintz State Marshal,

8 Eustis road, Danbury, CT 06811 signed a sworn Affidavit stating that on date 3-16-2009 in the State of Connecticut, SS: Danbury, County of Fairfield which reads,

"State of Connecticut, SS: Danbury, County of Fairfield

Gary D. Hintz State Marshal, 8 Eustis Road, Danbury, CT 06811

27 CV 09 5017

Date: 3-16-09

Then and there, by virtue hereof, I made service of the within and forgoing Original Summons UPON: East Coast Music Mall, by leaving a true and attested copy with and in the hands of Jesse Domagala, in charge of office at time of service at 15 Starr Rd, Danbury CT.

The within and forgoing is the original: Summons with my doings hereon endorsed.

ATTEST:

Gary D. Rentz
State Marshal

FEES:
Total: $65.00

Notary Nancy Renz Notary
Permission Expired: 11/1/2010"

Affidavit of Proof of service of summon and complaint filed and stamped with and by the Hennepin County District Court Administrator Filed PSL 2009 MARCH 31, at 1: 45 p.m.

Respondent, Eastcoast Music Mall Failed to filed an answer to the summons and complaint or to serve its answer upon Plaintiff, Joseph Dixon. Pursuant to Rule Civ. P. 4, Defendant must file with the court and serve upon Plaintiff, Joseph Dixon an answer to the Summons and complaint within 20 days of service of the summons and complaint. Failure to Timely file and serve its answer to the complaint, Plaintiff, may file a default judgment against the Defendant for failure to Plead or otherwise to Defend. Rule Civ. P. 4, for the amount demanded in the complaint demands made by Plaintiff, $250,000.00 compensatory damages plus reasonable attorneys fees and court costs.

Respondent Eastcoast Music Mall defaulted by failure to file and serve an answer to the summons and complaint upon Plaintiff, Joseph Dixon and with the Court. After 45 days lapse and nothing and was either filed nor served upon Plaintiff, Petitioner, Joseph Dixon. Petitioner filed for Default Judgment against Respondent, Eastcoast Music Mall for Failure to Plead or otherwise to Defend pursuant to Rule Civ. P. 4 and Rule Civ.P. 55, Default Judgment.

Petitioner, Joseph Dixon was lured into doing business with Respondent Eastcoast Music Mall due to its internet publication advertisement and verbal communication on the phone to Petitioner, Joseph Dixon Petitioner relied on the information respondent communicated to Petitioner of both Verbal and Written contract implied or stated that it was reliable and delivery of the purchased musical Instruments was guaranteed timely delivery for my contract performance in the United Kingdom, and that the Musical instruments were new and in perfect

condition without defects. That Eastcoast Music Mall was reliable, honest, and reputable upon these statements and or implied communications communicated with by Eastcoast Music Mall and of it affiliation with Copeland University, I was persuaded to do business with Eastcoast Music Mall believing that investing $9,810.00 for the purchase and delivery and perfect new musical instrument arrive timely and that I would be in Europe on time for my Music Recording contract knowing that I would be making Millions of dollars in the Music Entertainment industry.

Defense Counsel for Eastcoast Music Mall under oath of perjury told the court Eastcoast Music Mall was not properly served the Summons and complaint. Irrespective of the fact that the court paid the State Marshal Gary D. Rentz for the effective service of the summons and complaint upon Eastcoast Music Mall and irrespective of the Trial Judge having the Affidavit of service signed and by the State Marshal Gary D. Rentz that he made proper and effective service upon Eastcoast Music Mall by personal service and by putting the summons and complaint into the hands of Jesse Domagala, in charge of office at time of service at 15 Starr Rd, Danbury CT.

The Proof of proper service was in the hands of the trial Judge. The Judge stated Defendant said proper service was not made upon Eastcoast Music Mall. Plaintiff, Joseph Dixon, pointed out to the Judge as stated and signed by the State Marshal Gary D. Rentz that he made personal and proper service of the summons and complaint upon the Defendant, Eastcoast Music Mall. The Judge disregards the proof of the fact of the case, the evidence and concrete substantial proof that which can be touched, seen and

not speculation, the Affidavit of Service of the Summons and complaint signed by a disinterested, neutral party, a State Marshal Gary Hintz and profession officer of the Notarized.

Plaintiff, raised his hand with the proof of service and asked the Judge for permission to show the Affidavit of proof of proper service of the Summons and complaint and that the said court paid the sheriff for its proper service of the summons and complaint, the Judge said he did not want to see it, he did not want to hear anything more about it-the defendant said proper service was not made upon the defendant, therefore proper service was not made, and default judgment is denied.

Petitioner Joseph Dixon being prejudiced by the bias and discriminatory conducts of the Minnesota court, denial of due process and equal protection of law Judges giving defense legal advice to file for summary judgment against Plaintiff, Judges Hennepin County District Court has blatantly in open court has told Plaintiff, Joseph Dixon it will not hear, Plaintiff's Claim, it does not want to hear anything that Plaintiff, Joseph Dixon has to say. It is not possible to get due process and equal protection of the law in the State of Minnesota, Legalized racism by the court against Joseph Dixon, minority, black, African American.

I have had cases wherein before the trial started, the Judges Law clerk came into the courtroom from the Judge's chamber and with a sheet of paper in her hand she then approached the Defense counsel and took the defense counsel with her out the lobby area by the door and gave the defense counsel the paper that was in her hand, upon defense counsel return

into the courtroom where I was sitting, the defense counsel gave me a sheet of paper of its defense to my motion it was not served upon me before and the attorney did not went with the Judges Law Clerk with any paper or document in his hand but came in with a document and gave me a copy before the case was called to session.

Whereas, Petitioner Joseph Dixon, Pro Se, Minority, African-American, black male, consumer, a musician, music composer, entertainer, performer, pianist, organist, keyboardist, former school teacher, having a Bachelor Degree in theology.

This case involves Breach of Contract purchase of musical instrument around May 19, 2008. The purchase was of musical Instruments from Respondent, Eastcoast Music Mall whose principal place of business located in Connecticut and conducted its business nationwide E-commerce business as a merchant selling new merchandise musical instruments to the entertainment industries and citizens of the United States Consumers.

This case being brought by Petitioner, Joseph Dixon against Eastcoast Music Mall for breach of Contract. See Comp. Pg. 2 at Pp. 1 – 9. Payment of $9,810.00 for musical instruments needed for Contract performance production of music with music producer overseas, Europe, The United Kingdom.

At the time of purchase Petitioner informed Respondent, Eastcoast Music Mall that the purchased of the musical instruments was needed for travel, and recording contract performance with Music Recording Companies overseas in Europe, the United Kingdom, and that all arrangements had been

made by my Agent overseas, the Herman Bynum, Starchild1 Production Company, and that he had registered me with the UK Media and with other Music Production Recording Companies in the Music Entertainment industries in Europe, I have been made Music Director of one of my Agent, Starchild1 production Company in the UK Music band, That I am relying on the delivery of the purchased musical instrument, and timely deliver for my travel and performance in the UK.

Eastcoast Music Mall assured me that the purchased musical instruments would arrive at my home in Minneapolis in time for my travel and performance. My Agent Herman Bynum is a Bass Guitar Player and he would be playing the Bass Guitar in the Band he assigned me as Manager of and other of his Musician in the UK would be Plain and performing in the Bank ın the United Kingdom. The Starchild1 Production Company is registered in England and in Wales.

Petitioner, Joseph Dixon had paid his Agent Starchild1 Production Company thousands of dollars for his service as my Agent for production and promoting my Music and for find me Music Recording Companies and making all applicable arrangements for my recording contract and performances, and Living arrangements in the UK.

In preparation for my travel to the UK, Europe all travel arrangements were made for me by my Agent Starchild1 Production Company Based in the UK. All applicable documents, form and requirements were completed. Petitioner, Joseph Dixon's Agent, Herman Bynum, Owner of Starchild1 Production Company, was told Eastcoast Music Mall had

breached the contract, failed to make delivery of the musical instruments purchased and filed to refund the money paid for the musical instruments.

Eastcoast Music Mall was contacted by Joseph Dixon and Agent, Herman Bynum, Starchild1 Production Company who informed Eastcoast Music Mall that Joseph Dixon needs the delivery of the Musical Instruments needed for travel to the UK, Europe for Music Recording Contract with Well known Recordıng Companies, and that the Joseph Dixon is relying on the Delivery of the instruments for travel to Europe.

Regarding discovery, the Court denied Appellant, Joseph Dixon's motion to compel discovery. The Judge ruled there was no need for discovery-defendant admıtted to allegations of the complaint, plaintıff, proven hıs claim-no dıscovery required. No genuine issues of material facts to be tried by Jury or for discovery stated the Trial Judge. Denied by the Court.

The Trıal Judge continue Summary Judgment, Denıed Default Judgment, delayed and Continued the case, Plaintiff, Joseph Dixon then requested Trial by Jury, the Complaint also demands Jury trial, denied by the Judge, the presiding Judge said she will try the case because no material facts existed for trial by Jury, no dıscovery of facts needed, only to submit itemization of the damage amount, which plaintiff submitted accordingly to the court's order. Minn. Rule Civ. P. 44 proof of Official records is filed with the courts, Trial Transcript is essential to the appeal in possession of the courts Appellant did not get a copy.

There existed no controversy, the judge state

no dispute existed defendant; defendant admitted to the facts at Summary Judgment hearing dispositive Motion, the Judge dismissed thereafter, Motion to compel discover, stated there existed no dispute, no genuine issues of material fact existed. Final Judgment scheduled and order issued Defendant defied the Order of the Court did not attend trial, nor being represented, which constitutes a waiver to any and all rights, failure to plead or otherwise to defend.

The Trial Judge cannot represent the Defendant, cannot act as attorney for defendant, cannot be witness for defendant, cannot create defense for defendant, cannot act as a Judge Barrister, Defense Attorney, Defense witness, legal counsel giving advice to defendant or sitting in place of defendant, and being the trial Judge at the same time.

The trial Judge must be neutral. Minn. Rules of Civil Procedure, Page 1103, Code of Judicial Conducts Preamble –Canon 1, 2, 3. "Judge shall avoid in propriety and appearance of impropriety in all of the Judge's Activities. A Judge shall respect and comply with the law and act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary." Defendant had not defended the case the demand damages was never an issue and since defendant did not appear in court to defend against the demands damages $250,000.00 which was stated in the summons and complaint, defendant admitted to the summons and complaint allegation, from the fact the Judge during Summary Judgment stated Plaintiff, Joseph Dixon has pleaded his case and there in no issue of genuine issue of material fact to be tried by Jury. The Judge said Plaintiff, won the case and ruled at the summary

judgment hearing Plaintiff, won no material issue of fact existed, the only the Plaintiff, Joseph Dixon to do is to submit a itemization of the damage and nothing else, during thereafter at the hearing of motion to compel discovery and to show cause why Defendant Eastcoast Music Mall should not be sanctioned for failure to respond to discovery request.

The Judge denied the motion to compel Discovery sanction on grounds of perjury is that defendant has admitted to the charged of the complaint as being true, under the "IF" theory, was the judge being candid no discovery needed or to be done, no discovery required was required, and no discovery to be done or provided to the Judge, the court, "IF" the Judge statement then was candid and true, and not being tricks, setup, or deception how is it then that the judge order of Judgment being inconsistent with the ruling or statement made from the judicial Bench. Had the Judge not deceive or mislead Plaintiff by stating no discovery needed no discover required.

Petitioner has proven his case, the court is satisfied with the evidence of proof submitted by Plaintiff and of defendant's admission that alleged in the summons and complaint and the argument of Plaintiff, Joseph Dixon.

Appellant, Joseph Dixon could not contact the UK and conduct discovery request for production of discovery document, Plaintiff, Joseph Dixon could not conduct Interrogator of the UK Media, Starchild1 Production Company, the UK Musical Union and other parties having knowledge of the fact, the Airline Company Continental airline and other with who I was registered with for Travel to the UK for

contract recording.

Appellant, Joseph Dixon had provided the lower courts with some documents received from Starchild1 Production Company in regarding at least some payments made to Starchild1 and E-mail from the UN Media, Petitioner during try had some documents of proof the travel arrangement to the UK, such as an Apostil document of criminal Records obtained from the Bureau of Criminal Records and Notarized by the Secretary of state required for Travel overseas, Medical Records of Physical Examination Health Exam and medication to take with me to be taken a day or two be for departure to Europe and upon arrival, complete Physical Exam being taken by the department of health for the purpose of travel to Europe a requirement.

During trial I offered those documents on numerous times during the trial, the Judge said she did not want to see the documents. When the trial was through the judge said the reason she did not take the documents I was giving her was because the were personal documents and the documents were not required. "IF" the information, statements the judge told Plaintiff, Joseph Dixon as states was truth by the Judge then, the Order of Judgment stating Plaintiff, has not prove his claim is a false now. The Judgment Grounds denying damages demanded is with deliberate and prejudicial. The damage amount awarded is unconscionable, unrighteous and defendant failed to Plead or to defend did not plead or otherwise defend.

From the fact the judge ruled there are no genuine issues of material fact to be tried, no issue for a jury to determine, the judge denied motion to

compel discovery, had there been and need for more discovery of proof and the judge emphatically stated with absolute certainty the was no issue existing, no discovery needed, Petitioner has proven his claim, his case, it is misleading for the Judge to make and entry of Judgment inconsistent from what she stated and rule on during the trial. It is prejudice bias of the Judge to be inconsistent with her initial finding of fact, her initial Order, initial statement and initial decision during trial. For the Judge to make a ruling contradictory to he findings, order, and statements made during trial, and the Judges order during trial shows incompetency of the Judge to render a righteous judgment, the Judges conducts is in question and that of prejudice, inconsistency, abuse of Judicial discretionary powers, bias, double standards, inability the render justice and incapable of interpreting the laws of the United States.

The Lower courts tactics of unprecedented delaying the Judgment, failure to expedite an order of Judgment: Issue of injustice: 1. Default Judgment Rule Civ. P. 4, Rule Civ. P. 55. Answer to summons and complaint must be filed with the court within 20 days of receipt of service failure to do so judgment by default shall be entered by the Clerk of Court against Defendant for failure to plead or otherwise to defend. Judgment shall be entered for the amount demanded in the summons and complaint in favor of Plaintiff.

The Default, an excess of 45 days lapse Defendant Eastcoast Music Mall failed to file and serve its answer to the summons and complaint. Rule Civil P. 4, Rule Civ. P. 55 Default Judgment filed by Plaintiff, Joseph Dixon, the Lower Courts judges failed to comply with the Rules of courts, rules of Civil Procedures that mandate default Judgment for

failure to plead or to defend in favor of Plaintiff, Joseph Dixon for the amount demanded in the Summons and complaint.

Plaintiff, Joseph Dixon filed for Summary Judgment against Defendant, Eastcoast Music Mall, Rule Civ. P. 56. Summary Judgment shall be rendered forthwith when there is no genuine issue of material fact to be tried by Jury. Defense attorney for Eastcoast Music Mall appeared at trial for the Summary Judgment, Defendant Eastcoast Music Mall admitted to the allegation of the summons and complaint as being true of the complaint as charged, a guilty plea. Rule Civ. P. 56 upon this admission of truth admitted by Defendant, during trial for dispositive Judgment, there is no genuine issue of material fact to be tried by Jury. The laws of the Legislators, the Rules of Civ. P. 56, Summary Judgment. Summary Judgment shall be rendered or entered forthwith and without delay in favor of Plaintiff, Joseph Dixon for the amount demanded in the summons and complaint of $250,000.00. Const. Amend I, Const. Amend. V, VI. VII. VIII, XIII, XIV. Due Process and Equal Protection of Law, rights to speedy trial, Trial by an impartial judge or Jury, and rights to trial by Jury being denied Plaintiff, Joseph Dixon by the courts. Const Amend XIII, Prohibits discrimination, differential of treatment, deprivation of constitutional Rights guaranteed by Acts of Congress. Const. Amend. XIV-prohibition against deprivation of entitled guaranteed Rights by acts of the United States Congress. No State shall create or enforce any law that impair the rights and privileges guaranteed Citizens or supersede the Constitution of the United States which is the Supreme law of the land, Congress shall have power to enforce

legislation.

Due to Petitioner being African-American, black, minority, indigent and being pro se the lower courts, Joseph Dixon is singled out by the lowers courts. Appellant, Joseph Dixon is being targeted by the lower court and cannot get due process and equal protection of law. Judges in the Hennepin County District Court has told plaintiff, it will not hear, Plaintiff, statement, it does not want to hear anything Plaintiff, Joseph Dixon had to say in his case. Canon 3. Judge shall perform the duties of the office impartially and diligently, the judges of the lower courts did not comply with the canon herein set forth.

REASONS FOR GRANTING THE PETITION

1. Respondent, Eastcoast Music Mall is indebted to Plaintiff, Petitioner, Joseph Dixon for the amount Demanded of $250,000.00 including reasonable attorney fees and court costs.

2. Respondent is in possession of the purchase money paid for the musical instruments and in possession of the merchandise bought.

3. Breach of Contract non-performance resulted in loss of use of money spent for purchase $9,810, loss of recording contract overseas with Major Recording Companies, loss of Travel and Performance recording contract performance sales, loss of lifetime Income Recording opportunities, loss of Recording Sales and Income. Loss of Lifetife Lifetime Income Royalties income from Recording Music sales Worldwide. Loss of thousands of dollars spent with Starchild1 Production Company (Inc.) Appellant's Agent, payment for'his service, preparation, travel

arrangement, promoting my music, advertisement of my music, talent and skill, finding contracting companies for my sales of my nusic with other Major production companies.

4. Rule Civ. P. 4, Rule Civ. P. 55 timely filing requirement is a mandate in all courts and must be adhered to at all times and is strictly enforced by the Supreme Court of the United States, likewise an appeal for a writ of certiorari must be strictly adhered to the Rules of the United States timely filed, this rule is strictly enforce by the Supreme court of the United States and by all Courts.

5. The trial court departed from the Rules of Court, and of Civil Procedures Rule Civ. P. 4, Rule Civ. P. 55, Rule Civ. P. 56.

6. There are errors of Court and abuse of Judicial discretionary Power, Defendant failed to plead or otherwise to defend and did not appear for trial of final judgment in the case and was not represented by counsel at trial. Plaintiff, Joseph Dixon is entitled to Judgment for the amount demanded $250,000.00.

7. Eastcoast Music Mall defense counsel's withdraw of representation was not in compliance with the Rule of Civil Procedures for withdrawal of counsel: The withdrawal was in violation of the Civil Procedures wherein; in withdrawal of counsel the attorney must provide a replacement of counsel to his withdrawal and this was not complied with, this was not done in this case. Time allowed for withdrawal and replacement of attorney from a case is at least 30 days notice prior to trial - this was not complied with by defense counsel. Defense counsel had not filed a motion with the court seeking permission of the court for its withdrawal, rather it told the court it has withdrawn as counsel from the case and did not

provide a substitute of counsel. Improper timing which resulted in delay and prejudiced Petitioner's case.

Under the Rules of Civil Procedures Plaintiff, may not make direct contact with the defendant, but rather through its counsel to which defendant had a counsel. Court denied Petitioners objection to improper withdrawal of defense counsel.

The Trial court, after the withdrawal of defense counsel, sent the order of Judgment to the Defense counsel and not directly to the defendant Eastcoast Music Mall, that coveys to Petitioner Joseph Dixon that the proper party to send the appeal notice to in, the party the court sent the Order of Judgment after the Counsel withdrawn from the case and since a replacement of counsel was not provided by withdrawn counsel. Petitioner, Joseph Dixon sent the Notice of Appeal to the Defense counsel. The Appellate Court directed Petitioner, Joseph Dixon to send the Notice of Petitioner to Eastcoast Music Mall, and no attorney assigned to the case to send the Appeal unto, Petitioner, Joseph Dixon sent a copy of the Notice of Appeal to Eastcoast Music and all appeal correspondence but as of date there has been no response. Petitioner filed with trial court Motion to reconsider the Case and for In Forma Pauperis the court denied the Motion for In forma pauperis and for reconsideration, Petitioner filed Appeal with the trial's Court Chief Judge for a review of the Judge's order and conduct the Chief Judge said it does not have jurisdiction to review Judges Order to File Appeal with Appeal Court. Petitioner, Joseph Dixon filed Application Supplemental In Forma Pauperis Rule 109 with the Trial Judge for Appeal to Appeal Courts the Judge delayed the signing approving or denial and said she has up to 90 days to

approve of deny the Application for In Forma Pauperis supplemental, and Notice Petitioner Joseph Dixon had only 30 days to Appeal the Judgment. Appellant, Joseph Dixon timely filed the Appeal with the Appellate Court: Appeal of Judgment, Appeal In Forma Pauperis denial, filed Application with Appeal Court for In Forma Pauperis, Request for Appointment of Counsel, Motion to Accept Appeal As Is, Certified Copy of the Judge appealing, Form 103 and Form 133, Rule 109. Upon receipt of the Order there after from the Appellate Court denying the In Forma Pauperis, petitioner files the In Forma Pauperis denial with the Appeal Courts. With prejudice and racial Bias the trial Judge denied the In Forma Pauperis claiming that the case is frivolous, which is false.

The Appellate Court Attorney told Appellant, Joseph Dixon that the appeal court is not going to hear the case the trial court has ruled it is frivolous. There was not hearing by the appellate court. The Minnesota Supreme Court in error denied a valid claim, and with bias denied Pro Se Appellant, Due Process of Law and Equal Protection of Law. Calling to question constitutional violation of Due process and Equal Protection of law denied blacks constantly in Minnesota Courts. Const. Amend I, VI, VII, VIII, IX, XIII and XI-violation and infringement of guaranteed Rights to a fair trial Judgment entered is unconstitutional, unrighteous, unconscionable, bias, prejudice and discriminatory. Congress shall have power to enact Legislation. Petitioner, Joseph Dixon is singled out by the lower Courts, discriminated against by the courts, and being targeted by the Courts in violation of the Constitution of the United States.

8. When a party failed to attend his own court trail

judgment shall be entered against that part for the amount demanded in the summons and complaint.

9. Whereas; the trial Judge acting on the Judicial Bench cannot represent a party who failed to attend his own court trial, the failure to attend ones own court trial and that of final dispositive trial for judgment to be rendered, the failure to appear constitutes a waiver of any and all right to any and all Defenses that a party may have, the trial judge cannot represent any part who has not appeared for his trial in court, when proper notice was given of the date time and place of the trial and hearing.

10. There existed no controversy, the judge state no dispute existed defendant admitted to the facts at Summary Judgment hearing dispositive Motion, the Judge dismissed thereafter, Motion to compel discover, stated there existed no dispute, no genuine issues of material fact existed. Final Judgment scheduled and order issued Defendant defied the Order of the Court did not attend trial, nor being represented, which constitutes a waiver to any and all rights, failure to plead or otherwise to defend. The trial Judge must be neutral. Minn. Rules of Civil Procedures. Page 1103. Code of Judicial Conducts Preamble Canon 1, 2, 3. Judge shall avoid in propriety and appearance of impropriety in all of the Judge's Activities. A Judge shall respect and comply with the law and act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary. Canon 3. Judge shall perform the duties of the office impartially and diligently, the judges of the lower courts did not comply with Cannon herein set forth. Minnesota Rules of Civil Procedures Code of Judicial Conducts Page 1104 Canon 3 A. Judge shall perform the duties

of the office impartially Canon 3 A..

11. Errors and inconsistency of the lower court, Plaintiff, Joseph Dixon served discovery upon respondent, who failed to participate and answer discovery request, Petitioner, Joseph Dixon filed for motion to compel discovery and to show cause defense counsel during hearing told the judge it did not respond because the judge ruled there are no matter to be discovered that defendant has admitted to all the allegation of the complaint satisfactory to the court, and that there are not material facts to be tried or at issue, there are no discover needed to be made and that Plaintiff's motion to compel discovery is moot not required, and there shall be no discovery.

12. That the only thing required of Plaintiff, Joseph Dixon is to itemized the damage amount-nothing else. Whereas appellant, Joseph Dixon pursuant to the instruction of the court, Plaintiff, Joseph Dixon has prepared an itemization of the damages pursuant to directive order of the court filed it with the court and served a copy of the original upon defendant, Respondent.

13. The lower courts during trial and non appearance of defense or its counsel wherein, appeared Plaintiff, Joseph Dixon, the Judge and the Court reporter, the judge told plaintiff, that Eastcoast claimed that it was out of business and that it had filed for Bankruptcy, such communication was not served upon Plaintiff, Petitioner, Joseph Dixon by Defendant nor it counsel and of such statement was not filed as part of the records to which Plaintiff, would have an opportunity to investigate and to respond to, Plaintiff, moves the court to strike such inadmissible statements, on grounds exparte communication with the judge absent of Appellants participation ,

present, and knowledge.

14. Petitioner, Joseph Dixon, after the final trial, searched the internet and contacted the Bankruptcy court in the State of Connecticut, the residence of Eastcoast Music Mall and enquired of the Bankruptcy of Eastcoast Music Mall and the Bankruptcy Court conducted a search of all Jurisdictional Bankruptcy Courts and found no Bankruptcy ever filed by Eastcoast Music Mall nor under its affiliate name Taylors.

The Bankruptcy Court for the State of Connecticut then copied the computer search screen with the result showing no Bankruptcy ever filed by Eastcoast Music mall or its Affiliate Name Taylors. The bankruptcy Court mailed a copy of the search to Petitioner Joseph Dixon, Internet search shows East Coast Music mall in Business, Better Business Bureau of Connecticut investigation result states Eastcoast Music Mall is still in Business, Connecticut Secretary of States informed Plaintiff, Joseph Dixon, Eastcoast Music Mall is still in business. This research discovered being imparted to the trial Judge expeditely of being told by the Judge during final Judgment of such statement by Eastcoast Music Mall, the Judge refused to vacate the unrighteous judgment obtained by Fraud, Defendant had not appeared for trial yet won, is unprecedented and discriminatory.

15. Appellant, Joseph Dixon paid $9,810.00 for Musical instruments purchased with Respondent, the purchase made and the same time one order. Respondent breached the contract, failed to deliver the purchased goods or refund the money.

16. The respondent lives in a far away State from Petitioner, respondent, must either, make the

payment refund by Electrical device, Bank wire transfer, Western Union or Equivalent, personal delivery of by Postal service, none of the possible ways to make payment money was ever utilized.

17. In the trial court ruling, the Judge found credibility to Joseph Dixon's claim but her ruling is contrary to her finding-an error of court, inconsistency to other court cases. It is for the trial judge to determine the credibility of the witnesses, to weigh the evidence and draw reasonable inferences there from, and to resolve any conflicts in the evidentiary record. Williams v. Cahill, 258 Ill. App. 3d 822, 825, 629 N.E.2d 1175 (1994).

CONCLUSION

Petitioner, Joseph Dixon is entitled to Judgment against Defendant Eastcoast Music Mall for the amount demanded in the summons and complaint demands of $250,000.00 compensatory damages plus reasonable attorneys fees and courts.

Damages incurred as a result of the breach of contract failure to perform by Respondent. Appellant has lost recording music contract in the United Kingdom, Europe. All travel and recording contract was made for me by my agent Starchild1 Production Company in the UK

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Joseph Dixon

Date: January 6, 2011

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STATE OF MINNESOTA
IN SUPREME COURT

A10-839

Joseph Dixon,

Petitioner,

vs.

East Coast Music Mall,

Respondent.

ORDER

Based upon all the files, records and proceedings herein,

IT IS HEREBY ORDERED that the motion of Joseph Dixon to proceed in forma pauperis and for waiver of the $500 filing fee for the purposes of his petition for further review be, and the same is, granted.

IT IS FURTHER ORDERED that the petition of Joseph Dixon for further review be, and the same is, denied.

Dated: August 10, 2010

BY THE COURT:

s/
Lorie S. Gildea
Chief Justice

THE CLERK OF MINNESOTA SUPREME COURT
305 MINNESOTA JUDICIAL CENTER
25 REV MARTIN LUTHER KING JR. BLVD
ST., PAUL MINNESOTA 55155
PHONE: 651-296-2581

Joseph Dixon, Appellant	CASE TYPE: CIVIL BREACH OF CONTRACT– FRAUD
V.	CASE NO. _____APPL. CT.
Eastcoast Music Mall,	CASE NO. 27 – CV-5017 TRIAL CT.

Affidavit of Joseph Dixon

Appellant, Joseph Dixon sworn on oath that the information submitted herein is true and correct to the best of my knowledge and belief and that this is not intended for any ulterior motives to harass, to cause delay or the incur costs to any party but is warranted for due process and equal protection of law, And for demands of payment for money debt owed to Appellant, Joseph Dixon and for the enforcement and compliance of the law.

1. That the court has erred in the handling of this case.
2. That Appellant, Joseph Dixon is entitled for In Forma Pauperis to appeal this case for which the judgment is obtained by Fraud upon the Court.
3. That this case was initially granted In Forma Pauperis.
4. That the Trial Court for purpose of bias denied Appellant, Joseph Dixon the entitled Right to

entitlement of Supplemental In Forma Pauperis upon Application for purpose of Appeal of the judgment obtained by Fraud upon the Court.

5. That Appellant, Joseph Dixon is entitled and qualified to receive Supplemental Informa Pauperis
6. Needed for Appeal of a Fraudulent Judgment. The judgment entered by the Court is unconstitutional, unrighteous, and obtained by Fraud upon the Court.
7. That The Appellate court for bias denied and unconstitutionally dismissed appellant's appeal Of a judgment obtained by fraud upon the Court.
8. That the Appellate Court has departed from the Rules of Civil Procedures and from the traditional Practices of the Appellate court render Due Process of Law and Equal Protection of Law.
9. That the Appellate Court Failure to hear Appellant's appeal constitutes prejudices and bias of the appeal court which is unconstitutional and prohibited by law.
10. That Appellant, Joseph Dixon is entitled to Judgment for the amount demanded in the summons and complaint two hundred and fifty thousand dollars ($250,000.00) compensatory damages including out of pocket money of Nine thousand eight hundred and ten dollars paid for musical instruments ($9,810.00) purchased price paid for musical instrument new but not receive.
11. That on May 19, 2008 purchased musical Instrument from Respondent Paid $9,810.00

12. (A) 1 Roland Fantom G8 88 Keys Keyboard Sampler Workstation.
13. (B) 1 Korg Oasys 88 keys keyboard.
14. (C). 1 Fender Bass Guitar.
15. Payment in full purchased price $9,810.00.
16. Paid by TCF Bank Wire Transfer $9,810.00 from Appellant's TCF Bank Checking Account directly to Respondent Eastcoast Music Mall.
17. Partial goods delivered defective Korg Oasys pedal came damaged and some of the Instrument patches inoperative. Eastcoast Music Mall promptly informed of the defective Korg Oasys damaged Keyboard Foot pedal and promised to replace it with a different one but as on date the damaged Korg Oasys Pedal has not been replaced by Defendant.
18. That Appellant as of date has not received the Roland Fantom purchased.
19. That as of Date June 14, 2010 Respondent, Eastcoast Music Mall in in possession of the Musical Instrument purchased and the money paid.
20. That the purpose of the purchased Musical instruments was made known to Respondent Eastcoast Music Mall at the time of purchased, the intended purpose was for Travel Recording Contract with Music Entertainment Recording Companies in the music Entertainment Industries for performances overseas, Europe, United Kingdom through my Agent Starchild 1 Production Company.
21. Respondent, Eastcoast Music Mall breached the binding and Legal Enforceable contract to deliver in full the Musical Instruments purchased by Joseph Dixon needed for

Recording Contract in Europe by a specific Date of delivery.

22. That in Bad Faith and unfair dealings and with intent of fraud Eastcoast Music Mall received the Payment of the purchased price of Nine thousand eight hundred and ten dollars ($9,810.00)
23. Payment in full by means of TCF Bank Wire Transfer from Joseph Dixon's TCF Bank Checking Account on or about May 19, 2008 and as of Date Respondent has not delivered the purchased Musical Instrument to Buyer Joseph Dixon and has not refunded the money paid to Buyer Joseph Dixon.
24. As a result of Respondent, Eastcoast Music mall intentional Breach of contract, failure to deliver the purchased Musical Instrument purchased by Buyer, and failure to refund the purchased money for the musical Instruments not delivered, Appellant, Joseph Dixon, Has suffered financial income loss to Overseas Recording Contract with Production Companies in Europe, the United Kingdom, as a result of Eastcoast Music Mall fraudulent Act and Conducts theft and being in possession of ill-gotten money to which it is not entitled to received in violation of Federal Racketeering Influenced and Corrupt Organization Act (RICO) Fraud Statutes. Federal Trade Commission Act, 15 U.S.C. § 45(a)(1), substitution of products, 940 C.M.R. § 3.15(2);
    1. failure to deliver goods or services, 940 C.M.R. § 3.15(3);
    2. That Respondent Eastcoast Music Mall failed to file and serve its and answers to Plaintiffs Summons and complaint within

the legal deadline permitted by law. Eastcoast Music Mall intentionally let time limitation runs in excess of the 20 day deadline to answer Summons and Complaint served by State Marshal Gary D. Hintz personal service upon East Coast Music Mall.

3. That an Excess of 45 days lapse and Eastcoast Music Mall had not filed or served its answers to the Summons and Complaint being in non-compliance with Minn. R. Civ. P. 4.1 and Rule 55(a)
4. That Eastcoast Music Mall with intent of fraud lied to the Court that it was not properly served the Summons and Complaint by The State Sheriff Gary D. Hintz who made personal service upon Eastcoast Music Mall. Perjury pursuant to Minn. Rule Civ. P. 11 Sanction on grounds of perjury was not complied with by the court.
5. That the Court failed to enforce Rule Civ. P. 56 Summary Judgment entitled Appellant, Joseph Dixon. Error of Court. Judgment shall be granted for the amount demanded in the Summons and complaint forthwith no genuine issues of material fact existed to be tried by Jury.
6. That Respondent Admitted to the Allegations of the Complaint and being indebted to Appellant, Joseph Dixon as alleged in the Summons and Complaint.
7. That Trial Court denied Appellant, Joseph Dixon's Motion to compel discovery of defendant.

8. That the Court Ruled no genuine issue of material fact existed to be tried by Jury, and that Defendant has admitted to the allegations of the Summons and complaint, and that the court is satisfied that Appellant has proven his case. Court denied Motion to compel discovery and for attorney fees to bring motion to compel and for default litigation error of court.
9. That on January 29, 2010, Respondent Eastcoast Music Mall has failed to appear in Court for Trial of its own Case and that its Attorney did not appear for Trial on January 29, 2010.
10. That East Coast Music Mall was not represented in Court for it own Trial on January 29, 2010,
11. Failure to attend trial.
12. That on January 29, 2010 Eastcoast Music Mall had not appeared in Court for its Trial and failed to plead or to defend. Pursuant to Minn. R. Civ. P. 4, and Minn. Civ. P. 55 failure to attend trial
13. Failure to Plead or defend Court must enter Judgment in favor of Plaintiff/Appellant, Joseph Dixon for the amount demanded in the Summons and Complaint $250,000.00 Compensatory Damages, plus reasonable Attorney's fees and court costs. The Court failed to enforce and to comply with the law.
14. That the Trial has had exparte communication with respondent that prejudiced Appellant's case to which respondent had not enjoined appellant, Joseph Dixon to such communication, and

did not made such communication served upon appellant in violation of Civil procedures

15. That During Trial January 29, 2010 Eastcoast had not appeared nor its Counsel and was not represented at Court trial a mandate of its presence was demanded by law, non compliance of respondent who violated the Rules of court requiring personal appearance.
16. That on January 29, 2010 during Court trial the Judge took note of the absence, no show of respondent, Eastcoast Music mall for its court appearance, the Judge in favor Appellant that Eastcoast Music Mall claimed that it filed for Bankruptcy, this communication being in violation of the Rule of Civil Procedures that prohibits Exparte Communication with the Judge, Plaintiff, objected to such exparte communication rejected by the judge of Appellant's objection to the inadmissible exparte communication by respondent to the judge.
17. The exparte communication to the Trial judge by Eastcoast Music Mall contained:
    (A). Perjury – making of knowingly false statements to the Judge by respondent, the judges state that Eastcoast Music Mall has by Exparte communicated to the Judge that Eastcoast Music Mall had filed for bankruptcy.
    (B).That such statement though being false was not admissible in this case and was not served upon Appellant.

18. That Trial Court entered the inadmissible statement in to the record as part of decision making, which is unconstitutional, and prohibited by law, the Judge violated its own laws.
19. That the Court has made an entry of Judgment obtained by fraud upon the Court, which in favors of the non-appearing Defendant who had not appeared in court for trial, who committed perjury and fraud, who did not answer the summons and complaint but defaulted, who did not appear in court or attend it own court trial, and was not represented at Trial on January 29, 2010 for its own court Trial final disposition of the case.
20. That the Trial court awarded Appellant, Joseph Dixon $2706.23 is unconscionable, unacceptable to Appellant, Appellant, Joseph Dixon rejection this award and hereby appealed the unconscionable judgment to the Minnesota Supreme Court. This offer by the Court is unconscionable and constitutes Fraud upon the Court. The Court also denied Appellant demand for reasonable Attorney fees and Court Const which is a mandate entitlement of Judgment to be awarded Appellant, whereas, Appellant Joseph Dixon is entitled by law to Judgment monetary compensatory damages plus reasonable Attorney's fees and court costs.
21. That Appellant, investigated defendants claim of filing Bankruptcy though is admissible to this case and being false of

respondent. Upon contacting the Massachusetts Court in Jurisdiction State of Respondent Eastcoast Music Mall, the Bankruptcy Court has conducted a search in all courts of the Defendant East coast Music mall or Taylors Parents Company name for any Bankruptcy filed by respondent, but the Bankruptcy Court found no records ever filed by respondent Eastcoast Music Mall or under the name Taylors.

22. That the Massachusetts Courts has done a Computer Print Screen Print of it search conducted in all the Court showing Respondent Eastcoast Music Mall has never filed for Bankruptcy in any Courts. Exhibits submitted. This constitutes perjury, deception, tricks and fraud upon the court by respondent Eastcoast Music Mall condoned by the court who refused to vacate and correct the fraudulent Judgment by mean of fraud upon the court.
23. That racial bias and prejudice of the courts against pro se in unconstitutional and is prohibited by law.
24. That appellant, Joseph Dixon has researched the current price of purchase of the Keyboards purchased and not delivered nor has the money paid refunded and the costs of such keyboard musical instruments far exceeds the price paid in May 29, 2008, the court with bias unconscionable offer is not acceptable.
25. That the Breach of performance contract to delivery of purchased musical instruments

by respondent a partial delivery of the order is the liability damaged of respondent for the whole breach of the contract.

26. Appellant, Joseph Dixon Demands is $250,000.00 the minimum damage loss over a period of about three years, loss of use of money paid $9,810.00, loss of Recording Contract Entertainment Music Recording Contract, loss on income that would have been made had the contract not been breached, money stolen by respondent.
27. Appellant Joseph Dixon hereby appeal the Judgment entered by the Courts which is unconscionable and obtained by fraud upon the court, it is illegal and unconstitutional.
28. That it is the intent of Appellant Joseph Dixon to seek the review of this injustice and prejudice and unconstitutional, judgment entered by fraud upon the Court by appealing to the highest Courts for review and correction of this Judgment obtained by Fraud upon the court.

ENTIRE AGREEMENT:

This Purchase Order sets forth the entire agreement between Purchaser and Seller and no terms, conditions, understanding or agreements purporting to modify or vary the terms of this Purchase Order shall be binding unless made in writing and signed by Purchaser and Seller. Additions, modifications or changes in the Specifications shall not be considered changes to the terms of the Purchase Order and are not subject to the restrictions in the paragraph.

COMPLIANCE AND MISCELLANEOUS PROVISIONS:

Seller agrees to observe and comply with all applicable federal, state, municipal and local laws, orders and regulations, including, but not limited to, those affecting the design, manufacture, testing, safety, use and service of the Product. Seller further guarantees that the Product will comply fully with all applicable state and federal safety and health statutes and regulations, including without limitation the applicable provisions of the Occupational Safety and Health Act of 1990 and Federal Health and Safety Act, both as amended, and the regulations thereunder, to the extent applicable. Seller hereby agrees to indemnify Purchaser and Owner from and against any and all claims, losses, or liabilities arising from the failure of the Product to comply therewith. Seller further guarantees that the Product will be produced in conformity with all applicable requirements of the Fair Labor Standards Act and regulations and orders of the United States Department of Labor issued pursuant thereto; and Seller's invoice shall contain the following written assurance of compliance: "We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

GOVERNING LAW:

The validity, interpretation and performance of this contract shall be governed by and construed in accordance with the laws of the State of California; Seller shall immediately notify Purchaser if Seller has reason to believe any part of this contract may not comply with an applicable law, code or regulation.

The remedies of Seller set forth herein are exclusive, and the total liability of Purchaser with respect to this Purchase Order and services furnished hereunder in connection with the performance or breach hereof, whether based on contract, warranty, or statute, shall not exceed the purchase price of the Product upon which such liability is based. Purchaser shall in no event be liable to Seller, any successors in interest, or any beneficiary or assignee of this Purchase Order for any consequential, incidental, indirect, special or punitive damages based on this Purchase Order or any breach hereof

DELIVERY:

Time is of the essence with regard to the delivery dates specified on this Purchase Order. Seller recognizes Purchaser's and Owner's urgent need for the Product and agrees that the work shall be fully completed by the date(s) set forth in this Purchase Order. Failure by Seller to make shipment on the date(s) agreed to in this Purchase Order shall entitle Purchaser, at its option, to cancel all or any part of this contract, and Purchaser shall be entitled to reimbursement for any damages, claims, penalties or settlement payments made by Purchaser to Owner or others as a result of any failure by Seller to meet specified date(s) or delivery or performance.

FORCE MAJEURE:

If government actions, regulations, fires, strike, accidents or similar causes beyond Seller's control prevent Seller from performing any of its obligations under this contract, the specific obligation(s) under this contract which Seller is prevented from performing will be suspended for a reasonable period of time during the continued existence of such clause;

provided, however, that the failure of Seller to give notice as required by Paragraph XV (Notice of Potential Delays) may give rise to damages for costs or losses that could have been avoided by the Seller if such notice had been given, and no cause shall be construed to excuse such failure of notice. Increases in the cost to Seller of goods, labor and energy used to make the Product are within the contemplation of both parties, and such cost increases, regardless of the extent or cause, shall not operate to relieve Seller or its obligations hereunder.

Prayer for Judgment for the Amount Demanded in the Summons and Complaint of $250,000.00 compensatory damages plus legal cost and reasonable attorneys fees in the amount of $22,000.00.

DEMAND:

PRAYER FOR JUDGMENT IN FAVOR OF JOSEPH DIXON

Date: June 14, 2010

Sgn. s/_____
Joseph Dixon

STATE OF MINNESOTA
IN COURT OF APPEALS

Joseph Dixon,
Appellant,

vs.

East Coast Music Mall,
Respondent.

ORDER

#A10-839

BASED ON THE FILE, RECORD, AND PROCEEDINGS, AND BECAUSE:

1. This appeal was filed on May 10, 2010, challenging a judgment entered in favor of appellant on April 12, 2010.

2. Appellant moved for leave to proceed in forma pauperis. The public register of actions in Hennepin County File No. 27-CV-09-5017 indicates that the district court denied appellant's application to proceed in forma pauperis by order filed on May 12, 2010. But appellant failed to provide a copy of that order to this court, as required by Minn. R. Civ. App. P. 109.02 (requiring party to promptly file a copy of the trial court's order on the motion with the Clerk of the Appellate Courts).

3. By order filed on May 14, 2010, we directed appellant to remedy deficiencies in this appeal by May 26, 2010. Appellant has not complied.

4. On May 20, 2010, appellant filed a motion "contesting the wrongful denial of [his] application for supplemental in forma pauperis [relief]." The motion is not accompanied by a copy of the district court's order from which relief is sought and the affidavit of service indicates that the motion was served on the former attorney for respondent, rather than on

respondent at its address of record. Because respondent's counsel has properly withdrawn, service may not be made on the attorney.

5. Because appellant's motion has not been properly served, the motion does not establish that the district court's denial of in forma pauperis relief was improper, and the motion was not accompanied by a copy of the order from which relief is sought, appellant is not entitled to relief.

IT IS HEREBY ORDERED:

1 Appellant's motion is denied.

2. This appeal is dismissed.

3. No motion to reinstate the appeal will be accepted after June 4, 2010 or without (a) payment of the $550 filing fee; (b) proof that the $500 cost bond has been filed with the district court; (c) proof that the motion was served on respondent (and not on respondent's former attorney); and (d) a completed certificate as to transcript, signed by appellant and the court reporter, including the estimated date of delivery and certifying that satisfactory financial arrangements have been made for preparation of the transcript.

4. No submissions will be accepted from appellant without a notarized affidavit of service establishing that the submissions were served on respondent by mail at 15 Star Road, Danbury, CT 06811.

Dated: May 25, 2010

BY THE COURT

s/_____
Edward Toussaint
Chief Judge

Drewes Law PLLC
Business Litigation, Real Estate Litigation and Bankruptcy

Jonathan L. R. Drewes
Direct - (612) 387-0832
jon@dreweslaw.com

Cory C. Hample
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Minneapolis, MN 55408

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via U.S. Mail Only

* also licensed in Illinois

May 18, 2010

Mona Nard-Lennartson
Assistant Clerk
Clerk of Appellate Courts
305 Minnesota Judicial Center
25 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155

Re: Dixon v. East Coast Music
Court File No: A10-839
Notice of Withdrawal and Affidavit of Service

Dear Ms. Lard-Lennartson:

Enclosed please find in connection with the above referenced matter Drewes Law, PLLC's Notice of Withdrawal and Affidavit of Service.

Thank you. If you have any questions or concerns, please do not hesitate to call: (612) 387-0832.

Sincerely yours,

s/_____
Jonathan L. R. Drewes
Enclosures

STATE OF MINNESOTA
IN COURT OF APPEALS

Joseph Dixon, Appellant, **ORDER**

vs. #A10-839

East Coast Music Mall, Respondent.

BASED ON THE FILE, RECORD, AND PROCEEDINGS, AND BECAUSE:

1. This appeal was filed on May 10, 2010. Appellant seeks review of a judgment entered on April 12, 2010. Appellant provided a copy of the notice of entry of judgment, but failed to provide a certified copy of the judgment itself.

2. Appellant indicates that a full transcript is required.

3. Appellant moves for leave to proceed in forma pauperis. A party seeking to proceed in forma pauperis must make a motion in the district court for that relief, at or before the time of filing. Minn. R. Civ. App. P. 109.02. The public register of actions in Hennepin County File No. 27-CV-09-5017 indicates that the district court denied appellant's application by order filed on May 12, 2010. Accordingly, appellant is not entitled to proceed in forma pauperis.

4. Appellant moves for the appointment of counsel. But appellant has not cited any authority authorizing the appointment of counsel in this civil matter.

5. Appellant moves to accept his appeal "as is." It is unclear what specific relief that motion is seeking.

IT IS HEREBY ORDERED:

1. Appellant's motions are denied.

2. On or before May 26, 2010 appellant shall (a) pay the $550 filing fee to the Clerk of the Appellate Courts; (b) post the $500 cost bond with the district court and file proof of the cost bond with the Clerk of the Appellate Courts; (c) file an affidavit of service establishing that the appeal papers and motions were served on respondent; (d) file a certified copy of the April 12 judgment from which the appeal is taken; (e) file proof that the notice of appeal was filed with the district court; and (f) file a completed certificate as to transcript, signed by appellant and the court reporter, including the estimated date of delivery and certifying that satisfactory financial arrangements have been made for preparation of the transcript.

3. Failure to comply with this order will result in dismissal of the appeal without further notice.

4. No future submissions will be accepted from appellant without a notarized affidavit of service.

Dated: May 13, 2010

BY THE COURT

/s/
Chief Judge

THE CLERK OF APPELLATE COURT PAUL,
305 MINNESOTA JUDICIAL CENTER
25 REV MARTIN LUTHER KING JR. BLVD
ST., PAUL MINNESOTA 55155
PHONE; 651-296-2581

Joseph Dixon, Appellant	CASE TYPE: CIVIL BREACH OF CONTRACT—FRAUD
V.	CASE NO. APPL. CT.
Eastcoast Music Mall,	CASE NO. 27-CV-5017 TRIAL CT.

LETTER TO THE APPELLATE COURT FILING BY MAIL WITH TRIAL COURT FAILURE TO APPROVE OR DISAPPROVE IN FORMA PAUPERIS SUPPLEMENT PENDING SINCE APRIL 12, 2010 WITH TRIAL JUDGE.

To the Honorable Appellate Court Judges and Clerk of court, Appellant, Joseph Dixon has applied to the District court for Supplemental In Forma Pauperis for purpose of appeal of judgment entered by fraud upon the Court, wherein, Respondent, Eastcoast Music mall is indebted to Appellant, Joseph Dixon for Musical instrument purchased and breach of contract resulting in loss of opportunity to overseas contract Recording with leading Music Production company in the United Kingdom. Demands of damages $250,000.00.

Defendant, East coast Music Mall is currently in possession of the Money paid for the Item purchased but not received, and respondent is also in possession of the goods purchased.

Whereas, Eastcoast Music Mall in bad Faith and unfair Dealings too the money paid by Appellant Joseph Dixon by means of TCF Bank Wire Transfer for about $9,810 for Musical instruments purchased for contract performance overseas. The goods has not been delivered. As a result Appellant has lost the contract scheduled for overseas recording, performance contract with Recording Entertainment Production Companies of overseas in the United Kingdom resulting in extensive damages loss plus out of pocket money of about $9,800.00 paid for musical instruments purchased and not received, and the money paid has not been refunded.

Respondent had with intent of fraud cut off communication with Appellant and failed to respond to correspondence made by Appellant and to the Bank Assistant Manager of Franklin Bank who on behalf of Appellant, Joseph Dixon on numerous occasions by E-mail and Phone call attempted to contact Respondent prior to the filing of the lawsuit, Nikki Mason of Franklin Bank has left E-mail messages and Phone messages with respondent Eastcoast Music Mall to contact the Bank Regarding the Transaction with Joseph Dixon regarding purchases by Bank Wire Transfer for an amount in excess of $9,800.00 whereas, as of date the goods not delivered and the money not refunded.

With intent of Fraud respondent Eastcoast Music Mall failed to return Correspondence and failed to deliver the purchased musical Instruments bought, and or failed to refund the money paid. Respondent currently is in possession of the Money paid and the goods bought. Resulting of major financial loss to Appellant, Joseph Dixon in excess of $250,000.

Appellant, Joseph Dixon served Summons and Complaint upon Respondent Eastcoast Music Mall, Personal service of the Summons and Complaint was made by State Marshal Gary Rentz upon Respondent, the Manager in charged of the store on date and time of service by the States Marshal.

Respondent East coast Music Mall failed to comply with legislation and court mandate to files its answers to the Summons and complaint with 20days from date of service, but rather let time limitation run in excess of 45 day and did not file its answers to the summons and complaint.

Plaintiff, Joseph Dixon filed for Default Judgment against Eastcoast Music Mall. Respondent responded to the default Judgment and by fraud claimed it was not properly served in spite of its signature on the Affidavit of service state that it received proper service made in person the States Marshal.

The judge failed to comply with the act of Congress of the United States and in violation of Rule Civ. P. 4, and Rule Civ. P. 55 Default Judgment. failure to Plead or to Defend. Court failed to enforce the Rules of Court. The Judge continued the case and removed himself from the case. The Case continued.

Plaintiff, Joseph Dixon filed for Summary Judgment, respondent attorney appeared for the Summary Judgment trial admitted to Plaintiff, Joseph Dixon as allegations of the Complaint. The Judge ruled in part for Plaintiff, Joseph Dixon then set the case for trial, Judge set case for trial January 29, 2010.

January 29, 2010 Trial Respondent Eastcoast Music Mall failed to make appearance at its own court trial, Eastcoast Music Mall attorney failed to

make appearance at trial on date established by the Trial judge, whereas proper notice was provided respondent, and its council by the Trial Judge and by Appellant Joseph Dixon.

January 29, 2010 Appellant, Joseph Dixon, the trial judge and the Court Reporter appeared for trial. Respondent Eastcoast Music Mall nor its Council did not appear. Pursuant to Rules of Court, Judgment must be entered in favor of the Appearing party for the amount demanded in the Summons and complaint. The Judge failed to comply and failed to enforce the laws and practices of the court.

Frequent contact of the judge for the Approving the IFP for timely appeal of the case the judge failed to approve or disapproved the IFP. Time is running, Plaintiff, cannot afford filing fees, being indigent, claim is valid, Plaintiff is being impaired by trial courts failure to act expeditely on the case wherein time is of the essence.

The Trial court refused to file the appeal without the IFP or Payment, Plaintiff cannot obtained the certified copies required by the court for appeal this case. Plaintiff went to the court and attempted to Purchase even a certified copy of the Judgment alone, the clerk said it was $15.00 per page for the certified copy, Appellant Joseph Dixon could not afford to pay the costs.

Appellant, Joseph Dixon has mailed a copy of the Appeal document to the trial court and upon Defendant.

Plaintiff, Joseph Dixon Applied to the Appellate court for the granting of Informa pauperis for purpose of appeal transcript, copying, filing, publishing, a for all applicable costs associated with this appeal.

Appellant, Joseph Dixon Petitions the court to Accept the Appeal as is. Plaintiff was previously granted In Forma Pauperis in this and other cases. Plaintiff, Joseph Dixon has sought for legal representation of counsel but no one is willing to represent Plaintiff, Joseph Dixon whose race is African American, black minority.

Date: April 10, 2010

s/_____
Joseph Dixon

STATE OF MINNESOTA
HENNEPIN COUNTY

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Court File Number: **27-CV-09-5017**
Case Type: Contract

Notice of Entry of Judgment

JOSEPH DIXON
314 HENNEPIN AVE APT 503
MINNEAPOLIS MN 55401

Joseph Dixon vs East Coast Music Mall

You are hereby notified that a judgment has been entered in the above entitled matter.

	Judgment Information
Entered Date	**April 12, 2010**
Debtor(s) **East Coast Music Mall.**	
Creditor(s)	**Joseph Dixon**
Monetary Award:	
Monetary Amount:	$2,706.23

A true and correct copy of this notice has been served by mail upon the parties. Please be advised that notices sent to attorneys are sent to the lead attorney only.

Note: Costs and interest will accrue on any money judgment amounts from the date of entry until the judgment is satisfied in full.

Dated: April 12, 2010

Mark S. Thompson Court Administrator
Hennepin County District Court
300 South Sixth Street, C-3
Minneapolis MN 55487-0332
612-348-3169

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
Case No. 27-CV-09-5017

Joseph Dixon,

Plaintiff,

vs.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER FOR JUDGMENT

East Coast Music Mall,

Defendant.

The above-entitled matter came on for a trial on January 29, 2010 before the Honorable Tanya M. Bransford at the Hennepin County Government Center in Courtroom 1959. Joseph Dixon, Plaintiff, appeared representing himself,

Counsel for East Coast Music withdrew from representation on January 8, 2010. East Coast declared bankruptcy and did not appear.

Based upon the evidence adduced, the oral argument, and all the files and records and proceedings herein, the Court makes the following:

FINDINGS OF FACT

1. Joseph Dixon (Plaintiff) agreed to purchase several musical instruments from East Coast Music Mall (Defendant) on May 19, 2008 for a total of $9,810.00. One of the items that Plaintiff purchased was a Roland Fantom G8 88 Keys Sampler Keyboard. Plaintiff paid $2,706.23 for the keyboard.
2. Defendant is incorporated in the state of Connecticut. Counsel for Defendant previously

accepted service and waived arguments regarding personal jurisdiction.

3. Upon delivery, Plaintiff realized the Roland Fantom keyboard was damaged and alerted UPS and Defendant.
4. Plaintiff brought this action for breach of contract, bad faith, and unfair dealings against Defendant for failing to pay for the damaged keyboard. Plaintiff requested damages in the amount of $250,000.00 plus attorney's fees and costs to cover the damaged keyboard and lost future profits due to Plaintiff's inability to travel oversees and perform music using the Roland Fantom keyboard.
5. Defendant admitted the Roland Fantom keyboard was damaged and noted that Defendant offered Plaintiff a refund for the costs of the keyboard.
6. Plaintiff submitted evidence of a receipt of $2,706.23 for the Roland Fantom keyboard.
7. Plaintiff alleged to have a music concert and recording performance oversees for which Plaintiff relied upon the Roland Fantom keyboard. Plaintiff also alleged that he cancelled several performances and travel arrangements to Europe due to Defendant's breach of contract.
8. Plaintiff did not submit documents to support his claim that he spent an amount in excess of $2,706.23. There was also no corroboration of Plaintiff's testimony that he had music concerts and a recording performance arrangement with companies oversees for which Plaintiff relied on the Roland Fantom keyboard to perform.

9. Plaintiff did not purchase another Roland Fantom G8 88 Keys Sampler Keyboard, but he had purchased another keyboard from Defendant which was not damaged which he could have used to play his music.

10. Plaintiff testified that he had no money other than money he receives for disability. His testimony that he was going to earn a minimum of $250,000.00 for performing and recording his music in the U.K. was speculative and not credible.

CONCLUSIONS OF LAW

1. Plaintiffs in contract actions are entitled to damages arising naturally from a breach of contract or those which can reasonably be supposed to have been contemplated by the parties when making the contract *as* the probable result of that breach. See Lassen v. First Bank Eden Prairie, 514 N.W.2d 831, 838 (Minn. Ct. App. 1994) (citing Lesmeister v. Dilly, 330 N.W.2d 95, 103 (Minn. 1983)).

2. Whether the damages were contemplated or reasonably foreseeable at the time the contract was made is a question of fact. Id. (citing Franklin Mfg. Co. v. Union Pac. R.R. Co., 311 Minn. 296, 298-99, 248 N.W.2d 324, 325-26 (Mimn. 1976)).

3. Damages which are speculative, remote or conjectural are not recoverable. Sievert v. First Nat. Bank in Lakefield, 358 N.W.2d 409, 415 (Minn. Ct. App. 1984) (citing Leoni v. Bemis Co., 255 N.W.2d 824 (Minn. 1977)). The law recognizes that proof of future loss ordinarily cannot be made to an absolute certainty. Id.

However, the existence and amount of such damages must be proved to a reasonable certainty as established by a preponderance of evidence. Id. (citing Duchene v. Wolstan, 258 N.W.2d 601, 605-606 (Minn. 1977)). Plaintiff failed to prove by a preponderance of the evidence that he suffered future damages amounting to $250,000.00 due to the breach of contract. These damages are speculative, remote, or conjectural.

4. The harmed party also has an obligation to take reasonable measures to mitigate damages. County of Blue Earth v. Wingen, 684 N.W.2d 919, 924 (Minn. Ct. App. 2004) (citing Deutz-Allis Credit Corp. v. Jensen, 458 N.W.2d 163, 166 (Minn. Ct. App. 1990) (stating that nonbreaching party is duty bound under contract law to "use reasonable diligence to mitigate damages")). Plaintiff failed to mitigate damages by using Plaintiffs other keyboard or by renting an alternative keyboard.
5. Plaintiff proved a loss of $2,706.23 for the damaged keyboard.
6. Plaintiff is not entitled to attorney's fees since he is representing himself.

Based upon the foregoing Conclusions of Law, the Court makes the following:

ORDER:

1. Plaintiff is entitled to judgment against Defendant in the amount of $2,706.23 for breach of contract resulting from the damaged Roland Fantom G8 88 Keys Sampler Keyboard plus costs and post-judgment interest.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: March 12, 2010

BY THE COURT

s/_____
Tanya M. Bransford
Judge of District Court
Fourth Judicial District

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

The Honorable Judge Tanya M. Bransford

Joseph Dixon

Plaintiff,

CASE NO. 27-CV-09-5017

V.

PLAINTIFF, JOSEPH DIXON'S AFFIDAVIT

Eastcoast Music Mall/ Eastcoast Guitar Center, Inc.

Defendant.

I Joseph Dixon sworn that the information herein submitted is true to the best of my ability and belief.

That it is based upon the information so provided me which I relied upon.

That I was provided that document received from Defense Counsel, Jonathan L.R. Drewes on January 10, 2010. Dated: January 7, 2010.

That Plaintiff, Joseph Dixon has filed this response and opposition in good faith and fair dealing and it is Intended to harass, delay or to incurred cost to any party, but as deemed proper under the law to present this matter to the court for the proper ruling.

That Plaintiff, Joseph Dixon has complied with the Rule scheduled Trial date will highly prejudiced Plaintiff, Joseph Dixon's rights to Equal Protection and Due Process of Law.

That Plaintiff is being prejudiced and has incurred costs in responding to this withdrawal of Counsel. Defense Counsel has not complied with the Rules of

Civil Procedures or the Rule of Court in its submission of withdrawal of counsel, Rules of Court of being in non-compliance, Defense Counsel has not provided the court nor Plaintiff and reason for his withdrawal of counsel.

That Defense Counsel Jonathan L. R. Drewes has not in good faith and fair dealing withdrawn as defense counsel for the Defendant Eastcoast Music Mall.

That Defense Counsel has not withdrawn from the case by a substitute counsel provided the court or Presented to Plaintiff.

That Defense Counsel Jonathan L.R. Drewes has submitted the following Notice served upon Plaintiff, Joseph Dixon as follows: Please take Notice that Drewes Law, LLC is Withdrawing its representation of Eastcoast Guitar Center, Inc. d/d/a Eastcoast Music Mall in the above referenced matter. All future correspondence should be sent to Eastcoast Music Mall, 15 Starr Road, Danbury; CT 06811

Date: 1/7/10

Date: January 10, 2010

Sgn. s/ _____

Joseph Dixon

STATE OF MINNESOTA
County of Hennepin

DISTRICT COURT
Fourth Judicial District

Joseph Dixon,
Plaintiff,

PLAINTIFF'S PROPOSED ORDER FOR JUDGMENT

v.

Case number: 27-CV- 09-5017

Eastcoast Guitar Center, Inc.,
d/b/a Eastcoast Music Mall,
Defendant.

The above entitled matter now properly adjudged, and found in favor of the plaintiff.

Joseph Dixon, Plaintiff, appeared *pro se.*

Jonathan L.R. Drewes, Attorney at Law, appeared for Defendant.

Based upon files, records, memorandum of law, and arguments of counsel, and in accordance with the attached damages worksheet, the court finds in favor of money damages in total of: $250,000, plus court costs.

Dated:

Signed,
s/_____
Hon. Judge Tanya M. Bransford
Hennepin County District Court
Judge

STATE OF MINNESOTA
County of Hennepin

DISTRICT COURT
Fourth Judicial District

Hon. Judge Tanya M. Bransford
Hennepin County District Court Judge
CASE TYPE: CIVIL: BREACH OF CONTRACT
CASE NO. 27-CV-09-5017

PROJECTION OF LOST WAGES RESULTING FROM BREACH OF CONTRACT ON BEHALF OF JOSEPH DIXON EXTENDING FROM MAY 19, 2008 FORWARD.

1. A Projection of lost opportunities for contract performances in clubs, Churches, wedding and birthday functions and/or any social events. Total Lost: Approx.- $50,000.
2. Promotional Sales (Commercial Ads.) Total Lost: Approx. - $30,000.
3. Lost CDs Sales (Personal Album) Total Lost: Approx. -$15,000.
4. Lost Sales for Musical Compositions Total Lost: Approx. - $15,000.
5. Lost opportunity to sign or sell rights to major label company or Recording studio. Total Lost: Approx. - $40,000.
6. Lost Royalties Total Lost: Approx. - $15,000.
7. Lost Promising contract in UK with Starchildl Production and UK Media (Loosing other opportunities to be seen by other possible contract in UK) Total Lost: Approx. - $80,000.

Total Lost: $250,000.

Examples of Sales for Compositions:

250 Songs written by John Lennon and Paul McCartney Total Sales: $47.5 Million in the year 1985

Totaling Sales of $190,000 Per Composition: Estimate Now $1.5 Billion.

Date: December 9, 2009

Sgn. s/_____
Joseph Dixon

Drewes Law PLLC
Business Litigation, Real Estate Litigation and Bankruptcy

Jonathan L. R. Drewes
Direct - (612) 387-0832
jon@dreweslaw.com

1516 West Lake Street,
Ste 400
Minneapolis, MN 55408

Cory C. Hample
Direct - (612) 354-2919
cory@dreweslaw.com

www.dreweslaw.com
Telephone (612) 354-2296
Facsimile (612) 354-7163

January 7, 2010

The Honorable Tanya A. Bransford
Juvenile Justice Center
626 South Sixth Street, Ste JJC-382
Minneapolis, MN 55415
Saint Paul, MN 55155

Re: Dixon v. Eastcoast Guitar Center, Inc.
Court File No: 27-CV-09-5017
Notice of Withdrawal January 7, 2010

Dear Judge Bransford:

Drewes Law, PLLC is withdrawing from the above referenced case effective immediately. Eastcoast Guitar Center, Inc. has ceased all operations.

Sincerely yours,

s/_____
Jonathan L. R. Drewes

cc: Eastcoast Guitar Center, Inc.
Joseph Dixon

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Joseph Dixon,

Case Type: Contract

Plaintiff, Court File No. 27-CV-09-5017

vs. The Honorable Tanya M. Bransford

Eastcoast Guitar Center, Inc., d/b/a Eastcoast Music Mall,

Notice of Withdrawal

Defendant.

PLEASE TAKE NOTICE that Drewes Law, PLLC is withdrawing its representation of Eastcoast Guitar Center, Inc., d/b/a Eastcoast Music Mall in the above referenced matter. All future correspondence should be sent to Eastcoast Music Mall, 15 Starr Road, Danbury, CT 06811.

Date: 1/7/10

s/_____

Jonathan L. R. Drewes (#387327)
Drewes Law, PLLC
1516 West Lake Street, Suite 400
Minneapolis, MN 55408
T (612) 354-2296
F (612) 354-7163
jon@dreweslaw.com
Former Attorneys for Defendant

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDCICIAL DISTRICT

Court File No.: 27-CV-09-5017

Joseph Dixon,

Plaintiff,

v.

ORDER

East Coast Music Mall,

Defendant.

The above-entitled matter came before the undersigned Judge of Hennepin County District Court on June 5, 2009, on a motion for default judgment by Plaintiff Joseph Dixon ("Plaintiff").

APPEARANCES

Plaintiff, 314 Hennepin Avenue, Apt. 503, Minneapolis, MN 55401, appeared personally *pro se.*

Jonathan L. R. Drewes, Esq., Drewes Law, PLLC, 1516 West Lake Street, Suite 400, Minneapolis, MN 55408, appeared on behalf of Defendant East Coast Music Mall ("Defendant").

On June 5, 2009, Plaintiff and counsel for Defendant appeared and a hearing was held. After oral arguments concerning the underlying bases for the default and Defendant's contention that service was not properly effectuated, the Court from the bench, denied Plaintiff's motion for default judgment. Even assuming Defendant's answer was untimely, Plaintiff will not suffer any prejudice. Additionally, although not necessary to reach the Court's ruling herein, Defendant raised significant issues concerning proper service, calling into question the date from which Defendant was required to answer.

Based upon all files, records and proceedings herein, together with the evidence adduced at the hearing, the Court hereby makes the following, **IT IS HEREBY ORDERED:**

ORDER

1. Plaintiffs motion for default judgment is **DENIED.**

IT IS SO ORDERED.

Date: June 16, 2009

s/_____
Tony N. Leung
Judge of the District Court
Dixon v. East Coast Music Mall
27-CV-09-5017

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Joseph Dixon
Plaintiff,

Case Type: Contract
Court File No. 27-CV-09-5017
The Honorable Tony N. Leung

vs.

Eastcoast Guitar Center, Inc., d/b/ a
Eastcoast Music Mall,
Defendant.

Affidavit of Jonathan L. R. Drewes in Opposition to Default Motion

State of Minnesota }
} ss.
County of Hennepin}

Jonathan L. R. Drewes, being first duly sworn on oath states and alleges as follows:

1. I am an attorney duly licensed to practice law ın the state of Minnesota, and I represent Defendant Eastcoast Guitar Center, Inc., dba Eastcoast Music Mall ın the above captioned action.

2. Jesse Domagaia is not authorized to accept service of process on behalf of Defendant.

3. The only officers of the Defendant entity, and likewise the only individuals authorized to accept service of process, are Morgan Pettinato and Barry Lipman.

4. The Defendant entity was not otherwise personally served the summons in conformity with Rule 4 of the Minnesota Rules of Civil Procedure.

FURTHER YOUR AFFIANT SAYETH NOT.

Date: 6/5/09

s/_____
Jonathan L. R. Drewes

Subscribed and sworn to before me this 5th day of June, 2009.

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Joseph Dixon
Plaintiff,

Case Type: Contract
The Honorable Tony N. Leung
Court File No. 27-CV-09-5017

vs.

Eastcoast Guitar Center, Inc., d/b/ a Eastcoast Music Mall,
Defendant.

DEFENDANT'S INFORMATIONAL STATEMENT

Defendant Eastcoast Guitar Center, Inc., d/b/a Eastcoast Music Mall, for its informational statement in the above captioned matter, states:

1. All parties have been served with process, or alternatively have submitted to the jurisdiction of this Court.

2. All parties have not joined in the filing of this form.

3. Brief description of the case: Plaintiff seeks $250,000.00 in damages resulting from receiving a new keyboard damaged in shipment from Connecticut. Defendant has offered a refund or keyboard replacement, but denies Plaintiff's excessive damages.

4. It is estimated that the discovery specified below can be completed within four months from the date of this form.

a. Factual depositions — yes, estimated number: 2-3

b. Medical Evaluations — no, estimated number: NA

c. Experts Subject to Discovery — yes, estimated number: 2

5. Assignment as a standard case is requested.

6. The dates and deadlines specified below are suggested.

a. 08-02-09 — Deadline for joining additional parties, whether by amendment or third party practice.

b. 09-02-09 — Deadline for bringing non-dispositive motions.

c. 10-02-09 — Deadline for bringing dispositive motions.

d. NA — Deadline for submitting (specify issue) to the court.

e. NA — Deadline for completing independent physical examination pursuant to Minn.R.Civ.P. 35.

f. NA — Date for formal discovery conference pursuant to Minn.R.Civ.P. 26.06.

g. Two weeks prior to trial — Date for pretrial conference pursuant to Minn.R.Civ. P. 16.

h. 09-15-09 — Date for scheduling conference.

i. Two weeks prior to trial — Date for submission of a Joint Statement of the Case pursuant to Minn.Gen.R.Prac. 112.

j. 01-18-10 — Trial Date.

k. Two weeks prior to trial Deadline for filing (proposed instructions), (verdicts), (findings of fact), (witness list), (exhibit list).

l. NA Deadline for (specify).

7. Estimated trial time: 1 day

8. A jury trial is: Waived.

9. a. Meeting: Plaintiff is pro-se. Plaintiff and counsel for Defendant have met and are unable to resolve the matter.

b. ADR PROCESS (check one):

Attorney for Defendant believes ADR is not appropriate because of a belief that settlement with Plaintiff is unrealistic. If required, Defendant requests mediation scheduled AFTER the dispositive motion date.

X Mediation
__ Arbitration (non-binding)
__ Arbitration (binding) Med-Arb
__ Early Neutral Evaluation
__ Moderated Settlement Conference
__ Mini-Trial
__ Summary Jury Trial
__ Consensual Special Magistrate
__ Impartial Fact-Finder
__ Other (describe)
__ Counsel agree that ADR is appropriate but request that the Court select the process.
__ Counsel for Plaintiff contends that ADR is NOT appropriate because:
__ the case implicates the federal or state constitution.

___ other (explain with particularity)
___ domestic violence has occurred between the parties.

c. PROVIDER (check one):

___ The parties have selected the following ADR neutral: (name).

___ The parties cannot agree on an ADR neutral and request the Court to appoint one.

___ The parties agree to select an ADR neutral

d. DEADLINE: The Defendants recommend that ADR process be completed by 11-15-09

10. Please list any additional information which might be helpful to the court when scheduling this matter: A scheduling order has already been issued. Defendant will seek judgment through a dispositive motion hearing on September 15, 2009.

Date: 6/16/09

s/_____

Jonathan L. R. Drewes (#387327)
Drewes Law, PLLC
1516 West Lake Street, Suite 400
Minneapolis, MN 55408
Telephone (612) 354-2296
Facsimile (612) 354-7163
jon@dreweslaw.com
*Attorneys for **Defendant***

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDCICIAL DISTRICT
Case Type: Contract
Court File No.: 27-CV-09-5017

Joseph Dixon,

Plaintiff,

v.

ANSWER

Eastcoast Guitar Center, Inc.,
d/b/a Eastcoast Music Mall,

Defendant.

Defendant Eastcoast Guitar Center, Inc., d/b/a Eastcoast Music Mall, for its Answer to Plaintiff's Complaint, states and alleges as follows:

1. Except as specifically admitted or qualified herein, Defendant denies each and every allegation in Plaintiff's Complaint.

2. In response to the allegations contained within the non-enumerated "introduction" of Plaintiff's Complaint, Defendant admits that its principal place of business is 15 Starr Rd., Danbury, Connecticut 06810 but otherwise is without information sufficient to form a belief as to the truth or falsity of the allegations and so denies the same and puts Plaintiff to its strict burden of the proof thereof.

3. Defendant admits the allegations contained in lines and paragraphs 1 through 13 of Plaintiff's Complaint.

4. Defendant is without information sufficient to form a belief as to the truth or falsity of the allegations within lines and paragraphs 14 through 28 of Plaintiff's Complaint and so denies the same

and puts Plaintiff to its strict burden of the proof thereof.

5. Defendant, in response to lines and paragraphs 29 through 37 of Plaintiff's Complaint, affirmatively alleges that it did communicate with Plaintiff and common carrier UPS regarding the goods claimed as damaged, admits that it has and continues to offer a refund for the amount paid for the goods or alternatively is willing to repair and return the goods. Defendant is otherwise without information sufficient to form a belief as to the truth or falsity of the remainder of the allegations within lines and paragraphs 29 through 37 of Plaintiff's Complaint and so denies the same and puts Plaintiff to its strict burden of the proof thereof.

6. Defendant admits lines and paragraphs 38 through 42 of Plaintiff's Complaint.

7. Defendant denies lines and paragraphs 43 through 53 of Plaintiff's Complaint.

8. Defendant is without information sufficient to form a belief as to the truth or falsity of the allegations within lines and paragraphs 54 through 65 of Plaintiff's Complaint and so denies the same and puts Plaintiff to its strict burden of the proof thereof.

9. Defendant denies lines and paragraphs 66 through 68 of Plaintiff's Complaint.

10. Defendant is without information sufficient to form a belief as to the truth or falsity of the allegations within lines and paragraphs 69 through 74 of Plaintiff's Complaint and so denies the same and puts Plaintiff to its strict burden of the proof thereof.

11. Defendant denies lines and paragraphs 75 through 88 of Plaintiff's Complaint.

12. Defendant is without information sufficient to form a belief as to the truth or falsity of the allegations within lines and paragraphs 89 through 94 of Plaintiff's Complaint and so denies the same and puts Plaintiff to its strict burden of the proof thereof.

13. Defendant denies lines and paragraphs 95 through 103 of Plaintiff's Complaint.

14. Plaintiff's claims fail to state a claim upon which relief may be granted and fail to plead fraud with particularity.

15. Plaintiff's claims are barred in whole or in part by Plaintiff's failure to mitigate damages.

WHEREFORE, Defendant requests the following relief:

1. Dismissing Plaintiff's claims, with prejudice.

Date: 5/6/09

s/_____

Jonathan L. R. Drewes (#387327)
Drewes Law, PLLC
1516 West Lake Street, Suite 400
Minneapolis, MN 55408
T (612) 354-2296
F (612) 354-7163
jon@dreweslaw.com
Attorneys for Defendant

ACKNOWLEDGEMENT

The Defendant, by its undersigned attorney, hereby acknowledges that sanctions may be imposed pursuant to Minnesota Statute § 549.211.

Date: 5/6/09

s/_____

Jonathan L. R. Drewes (#387327)

Default, Rule 55.4 Affidavit of failure to plead or defend in support of application for entry of default.

STATE OF MINNESOTA HENNEPIN COUNTY	DISTRICT COURT FOURTH JUDICIAL DISTRICT CASE TYPE: CIVIL

CASE FILE NO. 27-CV-09-507

Joseph Dixon,
Plaintiff,

V.

Eastcoast Music Mall,
Defendant.

AFFIDAVIT OF FAILURE TO PLEAD OR DEFEND IN SUPPORT OF APPLICATION FOR ENTRY OF DEFAULT.

Plaintiff, Joseph Dixon being duly sworn, deposes and says:

1. Affiant is the authorized Pro Se, Counsel and Plaintiff, and is the counsel of record, and has personal knowledge of the facts set forth in the following in this affidavit.
2. Plaintiff, on March 2, 2009 filed in this action a complaint against the defendant.
3. Examination of the court files and record in this cause shows that the defendant was served by Gary D. Renz, State Marshal, State of Connecticut, County of Fairfield, SS: Danbury, by sworn affidavit of Gary D. Renz, State Marshal, states "Than and there, by virtue hereof, I made service of the within and foregoing Original: Summons UPON: Eastcoast Music Mall"

"By leaving a true and attested copy with and in the hands of Jesse Domagala, in charge of office at the time of service at 15 Starr Rd, Danbury CT."

"The within and foregoing is the original: Summons"

"With my doings hereon endorsed. Attest Gary D. Renz State Marshal"

with a copy of the summons together with a copy of plaintiff's complaint on March 16, 2009.

4. More than 20 days have elapsed since the date on which the defendant was served with the summons and copy of the complaint, excluding the date, it is now April 24, 2009 and 39 days to date has elapse from the date of service of the summons and copy of the Plaintiff's complaint and Defendant Eastcoast has not filed with the court and served upon Plaintiff an answer to the summons and complaint.
5. Defendant has failed to answer or defend as to plaintiff's complaint, or serve a copy of an answer or other defense upon plaintiff, Joseph Dixon, Pro Se, counsel of record plaintiff, Joseph Dixon.
6. This affidavit is executed by affiant with Rule 55 of the Minnesota Rules of Civil Procedures for the purpose of enabling the plaintiff to obtain an entry of default against the defendant for its failure to answer or defend as to the plaintiff's complaint.

Date: April 24, 2009

Sgn. s/_____
Joseph Dixon

27CV095017

State of Connecticut

SS: Danbury **DATE: 3-16-09**

County of Fairfield

Than and there, by virtue hereof, I made service of the within and foregoing

Original: Summons

UPON: Eastcoast Music Mall

by leaving a true and attested copy with and in the hands of Jesse Domagala, in charge of office at the time of service at 15 Starr Rd, Danbury CT

The within and foregoing is the original: Summons

with my doings hereon endorsed.

ATTEST:

Gary D. Renz
State Marshal

FEES:
Service:
Copies:
Travel:
Endorsm:
Other:

Total: $65.00

EXHIBIT 1

Gary D. Renz
State Marshal
8 Eustis Road
Danbury, CT 06811

INVOICE

DATE: 3-20-09

BILL TO:

State of Minnesota
County of Hennepin
Fourth judicial District

Date of Service	Service	Fees
3-16-09	Dixon v East Coast Music Mall	

Gary D. Renz
State Marshal
8 Eustis Road
Danbury, CT 06811

Service:
Copies:
Travel:
Endsm:
Postage:
Other:

EXHIBIT 2

TOTAL: $65.00

STATE OF MINNESOTA DISTRICT COURT
County of Hennepin Judicial District: Fourth
Court File Number: 27CV095017
Case Type: CIVIL

Joseph Dixon,

Plaintiff **SUMMONS**

vs.

Eastcoast Music Mall,
Defendant

The State of Minnesota to the Above-Named Defendant:

You are hereby summoned and required to serve upon plaintiff pro se or upon plaintiff's attorney an answer to the complaint which is herewith served upon you within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so judgment by default will be taken against you for the relief demanded in the complaint.

Notice: This case is subject to Alternative Dispute Resolution. Upon receipt of the completed Certificate of Representation and Parties, the court administrator shall provide the attorneys of record and any unrepresented parties with information about ADR processes available to the county and the availability of a list of neutrals who provide ADR services in that county.

Date: 2/26/2009 Signed: s/_____

Joseph Dixon
314 Hennepin Avenue
Apt. 503
Minneapolis, Minnesota
55401
612-714-1972

STATE OF MINNESOTA
HENNEPIN COUNTY

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
CASE TYPE: CIVIL
COURT FILE NO._____

Joseph Dixon,

Plaintiff

COMPLAINT

vs.

JURY TRIAL DEMANDED

East Coast Music Mall,

Defendant.

MONETARY DEMAND $250,000.00

COMPENSATORY DAMAGES PLUS LEGAL COURT COSTS AND REASONABLE ATTORNEY FEES.

INTRODUCTION

Plaintiff, Joseph Dixon is resident in Minneapolis located at 314 Hennepin Avenue, Apt 503 Minneapolis Minnesota 55401

Defendant, Eastcoast Music Mall is a Business whose Principal Place of business Headquartered in Danbury. Address is 15 Starr Rd., Danbury, CT 06810 Phone Number: 1-203-748-2799 or Phone No. 1-800-244-1111 CO. Direct person in contact Morgan

We ship anywhere in the U.S. and Canada

Top 10 Gibson Guitar Dealer in U.S. Top 10 PRS Guitar Dealer in U.S.

Taylor Guitar Top 10 Dealer • #1 Martin Guitar Repair Center in U.S.

- Specializing in Quality gear for 30 years
- **Specializing in Sound System Design and Acoustical Consultation**
- TEF certified acoustician on staff
- World's #1 PC Audio department.
- **Home of Q-Performance (Custom PC's for audio & multi-media)**
- Specializing in digital audio and all peripherals, PC optimization and support
- **World's #1 EMU-Ensoniq PARIS dealer!**
- **World's #1 RME dealer!**
- Offering workshops on digital audio related products and techniques

The plaintiff, Joseph Dixon complains of defendant, Eastcoast Music Mall and alleges the following:

1. Plaintiff alleges that on or about May 19, 2008 Plaintiff, Joseph Dixon entered into a contract With defendant Eastcoast Music Mall for the purchase of Musical Instruments as follows:

• Roland Fantom G8 88 Keys Sampler Workstation Keyboard Musical Instrument .

• Korg Oasys 88 Keys Keyboard Workstation.

• Fender Bass Guitar.

2. Payment was made in full promptly for the purchased goods by means of direct TCF Bank Wire Transfer from Plaintiffs TCF Bank Checking Account $9,810.00 payment for the musical Instruments received by Defendant Eastcoast Music Mall. Phone number 1203-748-2799.

3. Plaintiff alleges that he paid $2,706.23 for the Roland Fantom G8 88 Keys Sampler Keyboard.

4. Plaintiff alleges that on or about July 2008 Defendant Eastcoast Music Mall shipped to Plaintiff, Joseph Dixon by means of UPS the Roland Fantom G8 88 Keys Sampler Keyboard Workstation musical Instrument delivered by UPS inside Plaintiffs apartment at 314 Hennepin Avenue Apt. 503.

5. Plaintiff alleges that upon delivery of the Keyboard musical instrument by UPS, UPS Carrier made a Statement to Plaintiff which states have a good time playing your Roland Fantom Keyboard.

6. Plaintiff alleges that promptly after receipt delivery of the Roland Fantom Keyboard Musical instrument deliver by UPS about five to ten minutes thereafter Plaintiff went to open the Package. A large container box containing the keyboard instrument and the keyboard came damaged, the Box container torn and crushed indentation on the package.

7. During the course of Plaintiff opening the container of the shipped Fantom G8 88 Keys Sampler Keyboard, Plaintiff observed that was severely damaged, several keyboard keys were down and Others were up, which was not normal, due to the extensive damaged that it came with.

8. Plaintiff then observed that at the front main frame or chassis of the Roland Fantom G8 88 Keys Sampler Workstation Keyboard Musical instrument there was a huge dent into the Keyboard main Frame or chassis iron structure in about the center front of the keyboard, and all the

keys within that damaged area was stuck down from the damage.

9. The alleged damaged keyboard was like unto a head-on crashed automobile with the bumper crashed dent- in severely, appearance of a head-on collision. Extensive damages to the keyboard musical instrument.

10. Plaintiff, Joseph Dixon promptly leave the package opening uncompleted and called UPS on the Phone instantly and reported the damage package to UPS. I promptly called Eastcoast Music Mall and reported the damaged merchandise.

11. Plaintiff alleges that Eastcoast contacted UPS and inspection scheduled by UPS of the damaged goods.

12. Plaintiff alleges UPS came and inspected the damaged Roland Fantom and acknowledged damaged of the goods.

13. Plaintiff alleges that Eastcoast scheduled a pick-up of the damaged goods and that it would refund Plaintiffs money in full for the damaged merchandise.

14. Plaintiff alleges Eastcoast Music Mall told Plaintiff to return the Damaged Merchandise and that UPS will pick-up the damaged merchandise, and that Eastcoast will *refund* Plaintiffs money.

15. Plaintiff allege Defendant Music Mall sent UPS to pick the damaged Fantom G8 88 Keys

16. Sampler Keyboard.

17. Plaintiff alleged UPS came to Plaintiff's home at 314 Hennepin Avenue Apartment 503 on or about July 2008 and picked up the damaged

Roland Fantom G8 88 Keys Sampler Keyboard Workstation.

18. Plaintiff alleges that Defendant, Eastcoast Music Mall acknowledge being in receipt of the returned damaged Roland Fantom G8 88 Keys Sampler Keyboard.

19. Plaintiff alleged that Defendant, Eastcoast Music Mall in bad faith and unfair dealings has made false statement unto Plaintiff, wherein Defendant on several occasions told Plaintiff that its accountant or bookkeeper, the girl that writes the check was on vacation for about few days and when she returns she would deposit the refund money in Plaintiffs TCF Bank Account or send the money through Western Union Unbank to Plaintiff, wherein as of date Plaintiff has not received the money nor goods from Defendant.

20. Plaintiff alleges that Defendant in bad faith and unfair dealings began evading plaintiff, by intent of fraud Defendant Eastcoast Music Mall made false statement unto Plaintiff that it is waiting *on* Roland to send the money to Eastcoast to refund to Plaintiff, Eastcoast also said its waiting on UPS to refund the money to Eastcoast to pay to Plaintiff, Eastcoast said it will pay the refund money to Plaintiff and collect it back from UPS, and from Roland Manufacturer.

21. Plaintiff alleged that Plaintiff had music concert and recording performance arrangement with companies oversees for which Plaintiff and the other musical and Band relies and Fantom G8 88 Keys Keyboard Sampler Workstation for performance in the Band.

22. Plaintiff alleges that Defendant was made aware of the facts, Plaintiff had performance and a Band that relied on the musical instrument purchased for performance and recording obligations, of Plaintiff and overseas travel arrangement for performance recording and concerts.

23. Plaintiff alleges the Defendant, Eastcoast Music Mall assured Plaintiff, Joseph Dixon that it would deliver the purchased musical equipments on time for performance and for travel overseas, Defendant breach the contract by having failed to deliver the goods purchased for recording and performance marketing of talent music performance.

24. Plaintiff alleges that resulting from Defendant's breach of contract and of Defendant's bad faith and unfair dealings plaintiff has to cancelled several times performances and travel arrangements due to defendant's breach of contract.

25. Plaintiff alleges that Plaintiff has in good faith and fair dealings has made numerous effort to Have the money refunded to Plaintiff without being compelled to take it to court but to no avail.

26. Plaintiff alleges that Defendant in bad faith and unfair dealings has demonstrated it intended to defraud Plaintiff of his purchased goods and money by its failure to return the money to Plaintiff which is still in the possession of Defendant.

27. Plaintiff alleges that on numerous occasions Plaintiff had the Assistant Manager of a Bank to contact Defendant, Eastcoast Music Mall

regarding the purchased of good through Bank Account Wired Transfer of Money to Defendant for goods purchased but never received nor money refund wherein, as of date defendant is in possession of both the money paid and the goods purchased, Defendant filed to respond to the Banks Email and phone call messages regarding the Bank financial Transaction.

28. Plaintiff alleges Defendant Eastcoast Music Mall in bad faith and unfair dealing is in receipt of ill gotten funds for which it is not entitled to received.

29. Plaintiff alleges that with intent of fraud and extortion in violation of RICO Act Defendant is in possession of Plaintiff's money by means of TCF Bank Account Wire Transfer for goods not delivered to Plaintiff from about May 19, 2008 to present whereas; defendant has cut off communication with Plaintiff and in bad faith and unfair dealing in possession of Plaintiffs money and goods.

30. Plaintiff alleges Defendant Eastcoast Music Mall has violated the FTC- Federal Trade Commission, Section 5 Act. The federal Fair Debt collection Practices Act.

31. Plaintiff alleges that as a result of Defendant's bad faith and unfair dealings, ill-gotten money, and breach of contract and is still in possession of Plaintiff's money and goods purchased as a result Plaintiff has suffered damages and the loss of use of Plaintiff's out of pocket money and loss of opportunity to income that Plaintiff would have made and loss of opportunity of lifetime Future Livelihood of making millions of dollars in the musical career.

32. Plaintiff alleges that the production Company and base player that was promoting Plaintiff's talent and musical ability has on numerous contacted Defendant concerning musical instruments and the band reliability on the delivery of the musical instruments, and Plaintiff overseas travel performance and recording performances, Defendant Eastcoast Music Mall assured the production company that it would make delivery of the Roland Fantom G8 88 Keys Sampler Keyboard Workstation on time for the August 2008 Travel and recording performance as of date it has not been delivered.

33. Plaintiff alleges that the Production Company on Numerous occasions on Plaintiff behalf contacted Defendant Eastcoast Music Mall after the damaged shipment and during communication with Defendant, wherein Defendant told the producing Company that it would Refund the money to Plaintiff on time for Music production and travel overseas which until now Defendant Eastcoast Music Mall has failed to deliver.

34. Plaintiff alleges that Defendant East Coast Music Mall with intent of Fraud extort money from Plaintiff for good purchased but not delivered, defendant Eastcoast Music Mall has collected illgotten money from Plaintiff for which it is not entitled to receive.

35. Plaintiff alleges that Defendant Eastcoast Music Mall is indebted to Plaintiff, Joseph Dixon for money Wire Transfer from Plaintiffs TCF Bank Checking Account payment for contract to Defendant, Eastcoast Music Mall for the purchase of a Roland Fantom G8 88 keys Sampler Keyboard Workstation whereas as of date Defendant has not

delivered the purchased merchandise to Plaintiff whereas Defendant is in purchase of Plaintiffs money and goods, Defendant is in possession of both the money and the goods purchased and cut off communication from Plaintiff.

36. Plaintiff alleges that as a result of Defendant's breach of contract, unlawful acts and conducts Plaintiff has suffered extensive income loss and marketing opportunity to life's income.

37. Plaintiff alleges that Defendant, Eastcoast Music Mall is indebted to Plaintiff, Joseph Dixon for the amount demanded in the summons and complaint of $250.000.00 compensatory damages, plus reasonable attorney's fee, and court costs.

Plaintiff PRAYS FOR Judgment against Defendants for the amount demanded in the summons and complaint.

Let there be Judgment entered accordingly.

Date: February 20, 2009
March 2, 2009

Sgn: s/_____

Joseph Dixon

ACKNOWLEDGEMENT

1. I have read this document. To the best of my knowledge, information and belief, the information contained in this document is well grounded in fact and is warranted by existing law.

2. I certify that this claim is presented in good faith and fair dealing, it is accurate, verifiable and

true, it is not frivolous, it is not presented to harass or with ulterior motives, this is a valid claim, it is reliable and worthy of all acceptation.

3. I am not filing or serving this document for any improper purpose, such as to harass the other party to cause delay or needless increase in the cost of litigation or to commit fraud on the court.

4. I am filing this lawful claim pursuant to the Constitutional Rights guaranteed every citizens of the United States pursuant to Const. Amend. I. the Right to petition the government for redress of grievances, and Const. Amend. VI, and XIV the Rights to Due Process of Law and Equal Protection of Law.

5. I understand that if I am not telling the truth or if I am misleading the Court or if I am serving this document for an improper purpose, the court can order me to pay money to the other party, including reasonable expenses incurred by the other party because of the serving and filing of this document, court costs costs and reasonable attorney's fees.

6. I understood that I am not required to overprove my claim.

7. I understood that I am entitled to Due Process and Equal Protection of **Law** as any other citizen of the United States irrespective of race, color, nationality, or minority status, Pro Se, or Non-Pro Se.

8. I understood that am telling the truth the court must render Judgment in my favor for the amount Demanded .in the Summons and Complaint.

9. I certify that I have complied with the Rules of Court in filing this valid claim.

10. I certify that I am entitled to Judgment for the amount Demanded in the Summons and Complaint

against Defendant,

11. I have declared the truth, and have established the undisputed verifiable facts herein.

12. Plaintiff, Joseph Dixon Prays for Judgment against Defendant Eastcoast Music Mall for the amount Demanded in the Summons and Complaint of two hundred and fifty thousand dollars ($250,000.00) compensatory damages plus other court costs, reasonable expenses incurred to litigate this rightful claim, court costs and reasonable attorney's fees.

13. That Plaintiff prays for Judgment against Defendant for the amount Demanded.

Let there be Judgment in favor of Plaintiff, Joseph Dixon.

Date: February 26, 2009

Sgn. s/_____

Joseph Dixon

No. 10-887

In the Supreme Court of the United States

Joseph Dixon,

Petitioner,

vs

Eastcoast Music Mall,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT

PETITION FOR REHEARING

Joseph Dixon
314 Hennepin Avenue, Apt. 503
Minneapolis, Minnesota 55401
(612) 715-1972
e-mail: jd.0001@yahoo.com

Petitioner, pro se

No. 10-887

In The Supreme Court of the United States

Joseph Dixon,

Petitioner,

v.

Eastcoast Music Mall,

Respondent.

ON PETITION FOR WRIT OF CERTIORARI
TO THE MINNESOTA SUPREME COURT

PETITION FOR REHEARING

RULE 33.1(h) CERTIFICATE OF WORD COUNT

I, JOSEPH DIXON, hereby certify that the Petitioner for Rehearing, Docket no. 10-887, complies with Revised Rule 33.1 in that it contains the proper typeface in the proper size. I further certify that the document contains 2,757 words total, including the parts of the document that are exempted by Supreme Court Rule 33.1(d).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 20, 2011.

Joseph Dixon

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

April 12, 2011

Joseph Dixon
314 Hennepin Avenue
Apt. 503
Minneapolis, MN 55401

RE: Dixon v. East Coast Music Mall
No: 10-887

Dear Mr. Dixon:

The petition for rehearing and $200.00 Money Order postmarked April 6, 2011 and received April 12, 2011 are herewith returned for the following reason(s):

The text of the petition must be typeset in a Century family (e.g., Century Expanded, New Century Schoolbook, or Century Schoolbook) 12-point type. Rule 33.1(b). The petition must be on paper that measures 6 1/8 X 9 1/4 inch paper. Rule 33.1(a). You must also submit a certificate stating that the petition complies with the [redacted] limitation. The certificate must state the number of words in the document and must be separate from the petition. Rule 33.1(h).

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 15 days of the date of this letter, the petition will not be filed. Rule 44.6.

Sincerely,
William K. Suter, Clerk
By:

Jeffrey Atkins
(202) 479-3263

Enclosures

BEST AVAILABLE COPY

QUESTIONS PRESENTED

1. Does Const. Amend. I, VI, XIII, XIV guarantee pro se, supervisory rights of the Supreme Court of the United States to grant Petition for Rehearing and to vacate and correct the errors of the lower court and for redress of grievance? Specifically, Petitioner asks for an order (1) granting a rehearing, (2) setting the case for argument and (3) reporting Defendants' criminal acts to the appropriate law enforcement agencies pursuant to 18 U.S.C. §4 and 18 U.S.C. §3290 so that Defendants can be punished for their crimes against Petitioner.

2. Does Const. Amend. VI, XIII, XIV conflict with 18 U.S.C. Stat. 4 and 18 U.S.C. Stat. 3290? Rule Civ. P. 4, Rule Civ. P. 11, Rule Civ. P. 55?

3. Does the Supreme Court of the United States have the Jurisdictional authority power to issue and order the lower courts to cease differential treatment against a selected, targeted minority group as similarly existed in the Kent State University segregation of blacks?

LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

Plaintiff:

Joseph Dixon, Pro se,
314 Hennepin Avenue Apt. 503
Minneapolis, Minnesota 55401
E-mail: jd.0001@yahoo.com

Respondent:
Eastcoast Music Mall
15 Starr Rd.
Danbury, CT. 06810

JURISDICTION

The Jurisdiction of this court is invoked under 28 U.S.C. Stat. 1254(1) and 28 U.S.C. Stat. 1257(a)

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Griffith v. Kentucky, 479 U.S. 314 (1987) 7

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RULES AND STATUTES

18 U.S.C. § 1961 *et seq.*, Racketeer Influenced and Corrupt Organizations Act,..... ii, 1

28 U.S.C. Stat. 1254(1) ii

28 U.S.C. Stat. 1257(a) ii

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C. Wright and A. Miller, *Federal Practice & Procedure* 2861 (1995)..... 6

ARGUMENT

Petitioner, Joseph Dixon appearing pro se, respectfully petitions this court for a rehearing of the March 21, 2011 decision. Specifically, Petitioner asks for an order (1) granting a rehearing, (2) setting the case for argument and (3) reporting Defendant's criminal act to the appropriate law enforcement agencies pursuant to 18 U.S.C. Stat 4 and 18 U.S.C. Stat. 290 so that the Defendant can be punished for its crime against Petitioner, Joseph Dixon, (4) granting Petitioner, Joseph Dixon Judgment the amount demanded in the Summons, Complaint and pleading of $250,000.00 and the Court may grant Petitioner Joseph Dixon treble damages pursuant to RICO Fraud Statutes §18 U.S.C. Stat. 1961-1968

Congress enacted the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968 ("RICO") in 1970 to eradicate organized crime in the United States. To that end, RICO imposes severe criminal penalties on any individual or entity that engages in "racketeering activity," which is broadly defined to include an extensive list of actionable predicate acts, including mail and wire fraud. RICO also provides a private right of action for treble damages in favor of any person "injured in his business or property by reason of" a RICO violation.

Petitioner, Joseph Dixon on or about May 19, 2008, purchased $9,810.00 in musical instruments for travel to Europe and the United Kingdom for music entertainment recording contract with music recording companies with Starchild1 Production Company U.K. and with U.K. Media and other recording companies in Europe. Eastcoast Music Mall

was informed at the time of purchase of the recording contract in the UK and the purpose and urgency of the purchase of musical instruments needed for performance. Respondent failed to make delivery of purchased goods, failed to refund money paid, and is currently in possession of both the money paid and the merchandised purchased.

Respondent, Eastcoast Music Mall had full and complete knowledge that the injuries would occur upon breach of the contract, at the time of the purchase of the musical instruments Petitioner Joseph Dixon has fully informed respondent of the purpose of the purchase of the instruments, time is the essence, needed for overseas recording contract in the United Kingdom, Europe and that Plaintiff relying on time delivery of the purchased equipments for travel and recording performances. Respondent, Eastcoast Music Mall guaranteed Petitioner that a timely deliver would be made of the purchased instruments. Respondent breached the contract and knew the injuries and loss of future income would occurr. In wonton acts and conduct, deliberate, and with total disregard for Petitioner's rights, with intent to cause serious injuries to Petitioner respondent breached the contract. Eastcoast Music Mall chose not to respond to summons and complaint, not to appear for court trial, and with deliberate and total disrespect for the Supreme Court of the United States, respondent refuses to respond to documents filed with the Supreme Court of the United States and served upon respondent, East Coast Music Mall.

The facts, exhibits, proof of documents, affidavits, sales receipt, and payment receipt of the purchased goods were provided to the courts. Respondent

Eastcoast Music Mall admitted to being in receipt of $9,810.00 payment in full from Joseph Dixon for purchased merchandise but not delivered to buyer. This breach of contract resulted in severe loss of income and out of pocket money spent by Petitioner, Joseph Dixon and loss of recording contract in the U.K. Plaintiff filed lawsuit, served upon respondent by a local county sheriff, personally. Respondent failed to file an answer to the complaint. Respondent failed to attend Court Trial. Respondent, in total disregard and with intent of fraud refused to respond to appeal filed in this United States Supreme Court and the lower courts and is a fugitive respondent evading prosecution, falsifying publication of being bankrupt, while respondent is still in business.

Damages in tort are generally awarded to place the claimant in the position he would have been had the tort not taken place. Damages in tort are quantified under 2 headings: general damages and special damages.

General damages compensate the claimant for the non-monetary aspects of the specific harm suffered. This is usually termed 'pain, suffering and loss of amenity'. Examples of this include physical or emotional pain and suffering, loss of companionship, loss of consortium, disfigurement, loss of reputation, loss or impairment of mental or physical capacity, loss of enjoyment of life, etc. This is not easily quantifiable, and depends on the individual circumstances of the claimant. Judges in the UK base the award on damages awarded in similar previous cases. For example, an accident in which the claimant has suffered the loss of both legs and for which the defendant was legally responsible, will

typically attract general damages (in 2006) in the region of $125,000 - $145,000. A list of this is contained in a reference book known as 'Kemp and Kemp'.

Cases of similar opportunity to music recording contract: LOS ANGELES TIMES – "The King of Pop may be gone but his music is still making history. Michael Jackson's estate has reportedly landed a $200 million recording contract with Sony Music Entertainment. If the projects live up to expectations, the contract's price could escalate to $250 million dollars. An official announcement on the contract is expected Tuesday"

A similar opportunity was given to Patrick Hernandez in the U.K. as was given to Joseph Dixon had Eastcoast not breached the contract for delivery of purchased musical instrument to Joseph Dixon, who lost millions of dollars in the recording contract. A big European disco hit called 'Born to be Alive', performed by Patrick Hernandez, grossed over 25 million dollars and made a Patrick Hernandez a major Disco Star. Article Source: http://Ezine Articles.com/ 714302

Statutory damages

Statutory damages are laid down in law. Mere violation of the law can entitle the victim to a statutory award. The possible remedies for misrepresentation for example are codified in the Misrepresentation Act 1967. Eastcoast made misrepresentation as to service of the summon and complaint, falsely stated it was bankrupt, and made misrepresentation that it would deliver the purchased musical equipments to Joseph Dixon on

time for Travel recording performance contract in Europe. Consumer fraud was committed by Eastcoast Music Mall, and condoned by lower courts which failed to enforce the laws of congress.

Punitive damages

Generally, punitive damages, which are also termed exemplary damages in the United Kingdom, are not awarded in order to compensate the plaintiff, but in order to reform or deter the defendant and similar persons from pursuing a course of action such as that which damaged the plaintiff. Punitive damages are awarded only in special cases where conduct was egregiously invidious, and are over and above the amount of compensatory damages. Great judicial restraint is expected to be exercised in their application. In the United States punitive damages awards are subject to the limitations imposed by the due process of law clauses of the Fifth and Fourteenth Amendments to the United States Constitution.

Petitioner, Joseph Dixon affirms that any person of normal intelligence would understand that respondent collected money from petitioner for goods not delivered and money paid for the goods not refund constitutes fraud, ill-gotten money to which respondent is not entitled to receive. That failure of performance constitutes a breach of contract. That the breach of contract resulted in injuries and income loss to Petitioner, Joseph Dixon. That failure to answer summons and complaint, and not attending its own court trial pursuant to Rule Civ. P. 4 and Rule 55. Plaintiff, Petitioner, Joseph Dixon is entitled to judgment for the amount demanded in the summons and complaint. That the failure of the lower

courts to grant Judgment to Petitioner for the amount demanded is a denial of due process and Equal Protection of Law pursuant to Const. Amend. I, VI, VII, VIII, IX, XIII, XIV. Petitioner, Joseph Dixon relies on the Constitution and Rules of Civil Procedures to be applied and enforced by the courts, to govern the court.

Taken in consideration with similar cases, the judgment, decree or order to be modified or set aside "[f]or misrepresentation or fraud (whether heretofore denominated intrinsic or extrinsic) by an adverse party," taken in part from Rule 60(b)(3) of the Federal Rules of Civil Procedure, eliminates the distinction between intrinsic and extrinsic fraud, a distinction that has been described as "shadowy, uncertain, and somewhat arbitrary." Howard v. Scott, 125 S.W. 1158, 1166 (Mo. 1909). See also C. Wright & A. Miller, Federal Practice & Procedure 2861 (1995) (distinction is "very troublesome and unsound").

In respondent's failure to plead or to defend, the courts cannot represent respondent. The court cannot defend the respondent; the court cannot be the lawyer for defendant, respondent. Petitioner, Joseph Dixon is entitled to judgment for the amount demanded in the summons and complaint under the law. Respondent cannot win the case when it failed to defend, failed to plead, and failed to attend court and not be represented in court. State v. Ball, 124 N.H. 226, 231-33 (1983). Because the defendant does not argue that the statute may be subject to arbitrary enforcement, we do not address it.

Here we have seen the lower court depart from the laws of congress creating its own laws making the

constitution of no effect. Vagueness of the laws and the constitution results in judges creating its own laws to replace the Constitution, the Supreme Laws of the Land. Petitioner calls upon the Supreme Court of the United States to interpret the laws and constitutions for correction of the lower courts. Minorities are not given due process of law in the Minnesota courts. Petitioner, Joseph Dixon cannot get a fair trial in the courts in his state. Petitioner is exposed to racial bias in the lower courts. See United States v. Johnson, 457 U.S. 537, 555, n. 16 (1982); cf. Griffith v. Kentucky, 479 U.S. 314, 323 (1987) ("[W]e fulfill our judicial responsibility by instructing the lower courts to apply the new rule retroactively to cases not yet final"). 516 U.S. at 167. This is still a good law, and a federal appeals court in Manhattan ruled that blacks have no rights that whites are bound to respect. This ruling followed dragnet arrests of blacks in Oneonta, NY, in 1992.

Although this Court almost never grants petitions for rehearing, this case meets the rare exception contemplated by Sup. Ct. R. 44.1 and articulated in *Ambler v. Whipple*, 90 U.S. 278, 282 (1875): *"If the omissions...on which the case was heard are material to the decision of the case, it presents a strong appeal for re-argument."*

As this Court did not provide a reason for its denial, Petitioner is left with the daunting task of figuring out the mind of the Court and the reason(s) for its denial. One of Petitioner's beliefs is based on his concern that this Court viewed the circumstances explained in Petitioner's writ of certiorari as domestic issues that should be handled by Defendant the State of Connecticut or of Minnesota. In the case

Ankenbrandt v. Richards, 504 U.S. 689, 112 S. Ct. 2206, 119 L. Ed. 2d 468 (1992), the Court held that Ankenbrandt's action was a tort action, and as such, did not provide a permissible reason for the federal court to invoke the domestic relations exception. While it is unusual for this Court to grant rehearing and grant plenary review, but it is far more common for this Court to grant rehearing and then grant certiorari, vacate the judgment below, and remand (a "GVR order") for consideration of an intervening decision of this Court.

REASON FOR GRANTING REHEARING

Petitioner is entitled to judgment by Law, practices of courts, similar cases, injuries sustained loss of out of pocket money and income that would have been made had the breached not occurred. The lower courts erred and abused its discretionary power. Granting of Petition to Petitioner, Joseph Dixon will deter and enforce the laws of congress and with prevent future errors of court. The Respondent should not be rewarded for its criminal and corrupt fraudulent acts and conducts but should be held strictly liable for its unlawful, fraudulent acts and conducts.

The errors of the courts should be corrected. Public interests are involved. There should be and will result in consistency of the courts. RICO acts warrants treble damages. Petitioner should be put in a possession he would have been had the fraud and breach of contract not occurred. Petitioner is entitled to punitive and compensatory damages.

CERTIFICATE OF GOOD FAITH

Petitioner certifies that the petition for rehearing is presented in good faith and fair dealing and not for any ulterior motive to cause delay, harassment, or to incur costs on any party or parties. That the presentation of this petition is accurately presented to the best of Petitioner's knowledge and belief verifiable and worthy of all acceptations, base upon the rules of courts, supporting cases and based upon documents provided and made available to Joseph Dixon, base upon research, base upon similar court cases and Rules and practices of this and other courts, and of the public's interests. Petitioner further certifies that the grounds are limited to intervening circumstances of a substantial or controlling effect or to other substantial grounds not previously presented.

CONCLUSION

Petitioner, Joseph Dixon prays for Judgment in the amount demanded in the summons and complaint of $250,000.00 compensatory and punitive damages and reasonable attorney fees and court costs. Petitioner prays that the Supreme court of the United States grants treble damages to Petitioner Joseph Dixon pursuant to RICO Act Fraud statutes. Prayer that the lower courts Judgment be vacated. That the supreme court investigates the lower courts discriminatory practices against minority African-American blacks.

Prayer for Judgment. Let there be Judgment in favor of Joseph Dixon as demanded awarding monetary compensation and punitive damages accordingly.

Date: April 6, 2011.

Sgn.

Joseph Dixon